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6 || Attorneys for Plaintiff
BIHQ Pte Ltd.

11 BIHQ PTE LTD., a Singapore private limited company,

Plaintiff,

V.

14 ALO, LLC dba ALO YOGA, a
15 California limited liability company;
16 COLOR IMAGE APPAREL, INC., a
California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.

BIHQ Pte Ltd.’s Complaint for Breach of Contract and Account Stated

20 Plaintiff BIHQ Pte Ltd. (“BIHQ”) alleges as follows:

NATURE OF ACTION

22 1. This is an action by BIHQ against Alo, LLC dba Alo Yoga (“Alo
23 Yoga”) and Color Image Apparel, Inc. (“Color Image”) (collectively, “Alo”) to
24 collect nearly four million dollars that remains unpaid for clothing manufactured by
25 BIHQ and delivered to and accepted by Alo. Starting in or around August 2022,
26 and despite Alo’s success as a global activewear brand, Alo inexplicably stopped
27 paying BIHQ on 180 contracts for clothing as they became due, despite the fact that
28 Alo was continuing to demand that BIHQ meet all applicable delivery schedules on

1 existing orders. It is undisputed that BIHQ has provided the product that Alo
 2 ordered, and that Alo has accepted and is in possession of the product. Alo has
 3 simply refused to pay. Accordingly, BIHQ brings this lawsuit to recover any and all
 4 damages stemming from Alo's unlawful conduct, in an amount equal to no less
 5 than \$3,791,599.19.

6 **PARTIES**

7 1. BIHQ is a private limited company organized and existing under the
 8 laws of Singapore, with its principal place of business in Singapore. BIHQ
 9 specializes in manufacturing a variety of products and clothing for leading
 10 activewear brands across the world.

11 2. Alo Yoga is a limited liability company organized and existing under
 12 the laws of the State of California, with its principal place of business located at
 13 9830 Wilshire Blvd., Beverly Hills, California 90212. Alo Yoga is a celebrity
 14 favorite, global brand of activewear that sells its products directly to end-user
 15 customers and through other retail outlets and department stores.

16 3. Color Image is a corporation organized and existing under the laws of
 17 the State of California, with its principal place of business located at 9830 Wilshire
 18 Blvd., Beverly Hills, California 90212. Based upon the latest public filing with the
 19 California Secretary of State's office, BIHQ is informed and believes, and on that
 20 basis alleges, that Color Image is a holding company.

21 4. BIHQ is informed and believes, and on that basis alleges, that at all
 22 times relevant herein, each of the above-named defendants completely dominated
 23 and controlled one another, such that they are one and the same—Alo Yoga and
 24 Color Image are controlled by the same people and their businesses are not operated
 25 distinctly from one another. Indeed, Color Image is publicly labeled as merely a
 26 holding company, and maintains its principal place of business at the same location
 27 as Alo Yoga. That control and dominance results in interdependence, overlap, and
 28 commonality between and amongst these defendants, and each of these defendants

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1 are the alter ego of one another acting as a single enterprise. For these reasons and
2 others, adherence to the fiction of the separate existence of defendants would
3 sanction a fraud and promote injustice. Alo Yoga and Color Image are the alter
4 egos of one another, acting as a single enterprise, and each is fully responsible and
5 liable for all obligations and debts of each other, including the claims asserted
6 herein by BIHQ.

7 5. Does 1-10 are persons or entities responsible, in whole or in part, for
8 the wrongdoing alleged herein (“Doe Defendants”). BIHQ is informed and
9 believes, and based thereon, alleges that each of the Doe Defendants participated in,
10 assisted, endorsed, or was otherwise involved in the acts complained hereof, and
11 that they have liability for such acts. BIHQ will amend this Complaint if, and when,
12 the identities and details of involvement of such persons or entities becomes
13 known.

JURISDICTION AND VENUE

15 6. The Court has original jurisdiction of the subject matter of this action
16 under 28 U.S.C. § 1332(a) because this is a civil action between citizens of different
17 states, where the matter in controversy exceeds \$75,000, exclusive of costs and
18 interest.

19 7. The Court has personal jurisdiction over Alo because Alo is a
20 California limited liability company that maintains its principal place of business in
21 Los Angeles, California. The parties also entered into the applicable contracts, in
22 part, in California, performed the contracts, in part, in California, and BIHQ has
23 suffered damages in California.

24 8. Venue is proper in this judicial district under 28 U.S.C. § 1331(b)(2)
25 because a substantial part of the events giving rise to the claim occurred within this
26 judicial district. Specifically, the contracts that are the subject of this action were
27 entered into and were to be performed, in part, in Los Angeles County, California.
28 Venue is also proper under 28 U.S.C. § 1331(b)(1) because Alo is headquartered in

1 this judicial district.

2 **GENERAL ALLEGATIONS**

3 **BIHQ Provides Alo with Manufacturing Services for Years**

4 9. Beginning in or about 2018, BIHQ and Alo began a fruitful business
 5 relationship when BIHQ began manufacturing clothing for Alo. For about two
 6 years, the relationship was very cordial, and business between the parties grew.

7 10. From the outset, contracts between the parties were agreed upon and
 8 memorialized in invoices in one of two ways, depending on whether the order was
 9 for sample product or a bulk order of product. In both cases, however, each contract
 10 was only entered into after a lengthy, deliberate, and collaborative back-and-forth
 11 process between the parties addressing a number of details and variables regarding
 12 the purchase orders that became part of the contract.

13 11. Contracts between the parties for sample product orders were entered
 14 into as follows:

15 (a) Alo initiates a sample product order by providing BIHQ with a
 16 technical pack of materials. This pack of materials includes the Bill of Material,
 17 garment specifications, and garment sketch.

18 (b) Alo's Bill of Material nominates fabric suppliers for the product
 19 at issue, leaving only a few generic materials to be sourced by BIHQ. Any fabric
 20 quality issues or color approvals for a sample order (before any bulk orders are
 21 placed for the same clothing) are addressed directly between Alo and the suppliers
 22 it nominated in the Bill of Material.

23 (c) BIHQ manufactures prototype samples, including size set
 24 samples, which are manufactured and shipped to Alo at no cost to Alo.

25 (d) After the rounds of prototype samples are complete and
 26 approved by Alo, BIHQ manufactures salesman samples, pre-production samples,
 27 and top of production samples. BIHQ typically manufactures approximately twenty
 28 pieces across the stages of sample development, with the exception of salesman

1 samples that are dependent on the number ordered by Alo.

2 (e) All samples manufactured after the prototype samples are
 3 delivered to Alo pursuant to a final invoice generated for the shipment of product
 4 and services rendered, which generally covers numerous purchase orders for
 5 product, and which represents the contract between the parties as to those purchase
 6 orders.

7 12. Contracts between the parties for bulk product orders were entered into
 8 as follows:

9 (a) Alo initiates a bulk order for product (which comes after product
 10 has already been developed with BIHQ through sample product orders) by e-
 11 mailing BIHQ with a summary of the bulk order.

12 (b) BIHQ begins to work with Alo's nominated fabric suppliers on
 13 fabric availability to fulfill Alo's order.

14 (c) Alo then e-mails BIHQ a list of purchase orders for the bulk
 15 order, which BIHQ downloads from Alo's website portal.

16 (d) After reviewing the purchase orders, BIHQ quotes a garment
 17 delivery date to Alo.

18 (e) Alo reviews the proposed delivery dates, and if agreeable,
 19 amends the purchase orders with the updated information.

20 (f) BIHQ then issues purchase orders to fabric suppliers.

21 (g) Fabric suppliers then provide BIHQ with materials, which are
 22 checked for quality by the fabric suppliers in accordance with Alo's quality manual
 23 before being sent to BIHQ (in addition to the fabric suppliers' obligation to submit
 24 quality-related reports to Alo pursuant to Alo's Inspection Manual). BIHQ's typical
 25 practice is to conduct a random check of at least 10% of the fabric received to
 26 check for defects (e.g., holes, missing yarn, color streaks, etc.). If BIHQ discovers
 27 additional quality issues from its random check, then it informs the fabric supplier
 28 accordingly. Once the materials have passed any quality-related inspections

1 pursuant to the agreements between Alo and its nominated fabric suppliers, and
2 after removing any defective fabric as a result of BIHQ's random check, BIHQ uses
3 the materials to manufacture the product that is the subject of Alo's order. If there
4 are issues regarding the timing of delivery from fabric suppliers or quality issues
5 with the material received from fabric suppliers resulting from BIHQ's random
6 checks, then BIHQ may update garment delivery and quantity for Alo, after which
7 Alo then updates the purchase order accordingly, including any changes to the
8 method of shipment.

13. Regardless of whether the parties were entering into a contract for a
14 sample product order or a bulk product order, the method of shipment was always
15 addressed in Alo's purchase order since the parties' relationship began in 2018. The
16 parties typically used three methods to transport BIHQ's finished goods to Alo: Air
17 Freight, Sea Freight, and Air Vendor. Whenever Alo chose Air Freight or Sea
18 Freight, Alo bore the costs of shipment. Whenever Alo chose Air Vendor, BIHQ
19 bore the costs of shipment. In some cases, Alo would issue a revised purchase order
20 to change the method of shipment due to expected delays ranging from material
21 issues to approval issues.

24 14. As was common practice between the parties, and in the industry,
25 orders were typically placed four to five months before ultimate delivery to allow
26 sufficient time for each of the steps in the processes described in paragraphs 11 and
27 12 to be completed.

28 | //

1 BIHQ's Relationship with Alo Sours

2 15. In or around April 2020, Alo requested that BIHQ extend credit terms
 3 on its contracts to 45 days—instead of the agreed-upon 30 days—for six months.
 4 BIHQ agreed to this modification as a continued showing of good faith in the
 5 parties' business relationship. Indeed, BIHQ maintained the amended credit terms
 6 well beyond the agreed six months, through each of the unpaid invoices at issue.

7 16. In or around August 2021, Alo began raising concerns regarding the
 8 quality of the garments produced by BIHQ that were caused by quality issues
 9 arising from fabrics BIHQ received from Alo's nominated fabric suppliers. Rather
 10 than identifying and nominating new fabric suppliers, however, Alo requested that
 11 BIHQ implement additional stringent quality control processes on Alo's behalf in
 12 assessing the materials received by Alo's chosen fabric suppliers. Despite the fact
 13 that Alo's request deviated from normal practices, BIHQ implemented the
 14 additional processes in or around September 2021, incurring significant additional
 15 costs as a result that Alo has not compensated BIHQ for. At no time, however, did
 16 BIHQ accept or assume responsibility for quality issues from Alo's nominated
 17 fabric suppliers. Nor did BIHQ's additional quality control processes replace the
 18 third-party final inspections that took place for every order before being shipped to
 19 Alo.

20 17. In or around October 2021, after BIHQ implemented additional quality
 21 control processes, Alo's Vice President of Product Development and Supply Chain,
 22 Jessica Roberti, indicated on multiple occasions that Alo intended to increase its
 23 orders with BIHQ by up to 85%, validating BIHQ's performance and capabilities.

24 18. Despite the implementation of additional quality control processes,
 25 Alo's fabric suppliers continued to have increasing quality issues in the fall of
 26 2021. These quality issues were further exacerbated when Alo began tightening its
 27 color control and quality checks well beyond industry standards. The combination
 28 of issues from the fabric suppliers and the additional quality control processes

1 implemented at BIHQ caused major disruptions and losses for BIHQ at its garment
 2 factory.

3 19. Between approximately March and May 2022, and amidst the
 4 backdrop of the ongoing quality issues from Alo's fabric suppliers, BIHQ and Alo
 5 began discussions for capacity and order placement for the Holiday 2022 and
 6 Spring 2023 seasons. During these discussions, Alo expressed interest in reserving
 7 more capacity at BIHQ's garment factory than was originally reserved for the
 8 Holiday 2022 season, and Alo ended up placing orders for the full amount of
 9 reserved capacity for the Holiday 2022 season. Then, in or around July 2022, BIHQ
 10 unexpectedly noticed a huge order reduction from Alo for the Spring 2023 season.
 11 This drastic reduction in orders occurred despite BIHQ's herculean efforts to meet
 12 Alo's unreasonable demands regarding quality control that were caused by Alo's
 13 own nominated fabric suppliers.

14 20. On at least three separate occasions in August 2022, and because
 15 BIHQ had reserved capacity at its garment factory for Alo, BIHQ asked Alo to
 16 confirm the anticipated volume of orders to be delivered for Spring 2023. On or
 17 about September 5, 2022, and despite BIHQ's extraordinary efforts to assist Alo
 18 with the quality issues arising from Alo's nominated fabric suppliers, Ms. Roberti
 19 informed BIHQ that Alo intended to cease placing any orders with BIHQ "for a few
 20 seasons."

21 21. In or around October 2022, Alo stopped making payments to BIHQ,
 22 despite numerous overdue obligations and orders that were in the process of being
 23 fulfilled. In response to BIHQ's repeated demands for payment, Ms. Roberti
 24 repeatedly claimed that she needed time to validate and verify orders.

25 22. Alo's last payment came on October 12, 2022, in the amount of
 26 \$282,258.00. Since that time, BIHQ has demanded payment on no less than 17
 27 separate occasions, by delivering an updated statement of account, on the following
 28 dates: October 13, 2022, October 18, 2022, October 26, 2022, November 2, 2022,

1 November 8, 2022, November 16, 2022, November 24, 2022, December 1, 2022,
 2 December 8, 2022, December 15, 2022, December 22, 2022, December 29, 2022,
 3 January 5, 2023, January 12, 2023, January 19, 2023, February 2, 2023, and
 4 February 9, 2023. Despite these repeated demands for payment, Alo has failed and
 5 refused to pay for no less than 180 invoices for product that has been delivered to
 6 and accepted by Alo, in the amount of no less than \$3,791,599.19.¹

7 **Alo Breaches 180 Contracts**

8 23. On or about July 19, 2022, BIHQ generated and delivered an invoice
 9 to Alo for three purchase orders of clothing (“Invoice #1”). BIHQ delivered the
 10 order on or about July 22, 2022. Alo accepted and received the order and the
 11 clothing that is the subject of the order. As agreed by the parties, payment was due
 12 45 days from the date of Invoice #1. Pursuant to Invoice #1, Alo owed BIHQ
 13 \$28,924.66 for 2,110 articles of clothing. Despite demand, this amount remains due
 14 and owing. A true and correct copy of Invoice #1 is attached hereto as **Exhibit 1**,
 15 and incorporated herein as if set forth in full.

16 24. On or about July 21, 2022, BIHQ generated and delivered an invoice
 17 to Alo for a sample product order (“Invoice #2”). Alo accepted and received the
 18 order and the clothing that is the subject of the order. As agreed by the parties,
 19 payment was due 45 days from the date of Invoice #2. Pursuant to Invoice #2, Alo
 20 owed BIHQ \$950.08 for samples of 18 different varieties of clothing. Despite
 21 demand, this amount remains due and owing. A true and correct copy of Invoice #2
 22 is attached hereto as **Exhibit 2**, and incorporated herein as if set forth in full.

23 25. On or about July 27, 2022, BIHQ generated and delivered an invoice
 24 to Alo for five purchase orders of clothing (“Invoice #3”). BIHQ delivered the
 25 order on or about July 30, 2022. Alo accepted and received the order and the

26 ¹ Aside from Alo’s payment of \$282,258.00, which reduced the balance owed on
 27 the 180 unpaid invoices, BIHQ also credited Alo for \$1,879.20 and \$846.00 during
 28 the relevant time period to resolve several disputes. \$3,791,599.19 is therefore the
 amount that remains due and owing on the 180 unpaid invoices after accounting for
 the \$282,258.00 payment and the credits for \$1,879.20 and \$846.00.

1 clothing that is the subject of the order. As agreed by the parties, payment was due
2 45 days from the date of Invoice #3. Pursuant to Invoice #3, Alo owed BIHQ
3 \$115,803.04 for 5,539 articles of clothing. Despite demand, this amount remains
4 due and owing. A true and correct copy of Invoice #3 is attached hereto as **Exhibit**
5 **3**, and incorporated herein as if set forth in full.

6 26. On or about July 27, 2022, BIHQ generated and delivered an invoice
7 to Alo for 22 purchase orders of clothing (“Invoice #4”). BIHQ delivered the order
8 on or about July 30, 2022. Alo accepted and received the order and the clothing that
9 is the subject of the order. As agreed by the parties, payment was due 45 days from
10 the date of Invoice #4. Pursuant to Invoice #4, Alo owed BIHQ \$85,514.92 for
11 5,113 articles of clothing. Despite demand, this amount remains due and owing. A
12 true and correct copy of Invoice #4 is attached hereto as **Exhibit 4**, and
13 incorporated herein as if set forth in full.

14 27. On or about August 5, 2022, BIHQ generated and delivered an invoice
15 to Alo for three purchase orders of clothing (“Invoice #5”). BIHQ delivered the
16 order on or about August 12, 2022. Alo accepted and received the order and the
17 clothing that is the subject of the order. As agreed by the parties, payment was due
18 45 days from the date of Invoice #5. Pursuant to Invoice #5, Alo owed BIHQ
19 \$51,387.25 for 4,896 articles of clothing. The remaining balance on Invoice #5 is
20 \$20,605.20. A true and correct copy of Invoice #5 is attached hereto as **Exhibit 5**,
21 and incorporated herein as if set forth in full.

22 28. On or about August 8, 2022, BIHQ generated and delivered an invoice
23 to Alo for seven purchase orders of clothing (“Invoice #6”). BIHQ delivered the
24 order on or about August 9, 2022. Alo accepted and received the order and the
25 clothing that is the subject of the order. As agreed by the parties, payment was due
26 45 days from the date of Invoice #6. Pursuant to Invoice #6, Alo owed BIHQ
27 \$2,107.28 for 170 articles of clothing. Despite demand, this amount remains due
28 and owing. A true and correct copy of Invoice #6 is attached hereto as **Exhibit 6**,

1 and incorporated herein as if set forth in full.

2 29. On or about August 8, 2022, BIHQ generated and delivered an invoice
3 to Alo for two purchase orders of clothing (“Invoice #7”). BIHQ delivered the order
4 on or about August 12, 2022. Alo accepted and received the order and the clothing
5 that is the subject of the order. As agreed by the parties, payment was due 45 days
6 from the date of Invoice #7. Pursuant to Invoice #7, Alo owed BIHQ \$71,577.88
7 for 4,368 articles of clothing. Despite demand, this amount remains due and owing.
8 A true and correct copy of Invoice #7 is attached hereto as **Exhibit 7**, and
9 incorporated herein as if set forth in full.

10 30. On or about August 8, 2022, BIHQ generated and delivered an invoice
11 to Alo for four purchase orders of clothing (“Invoice #8”). BIHQ delivered the
12 order on or about August 11, 2022. Alo accepted and received the order and the
13 clothing that is the subject of the order. As agreed by the parties, payment was due
14 45 days from the date of Invoice #8. Pursuant to Invoice #8, Alo owed BIHQ
15 \$37,931.92 for 2,734 articles of clothing. Despite demand, this amount remains due
16 and owing. A true and correct copy of Invoice #8 is attached hereto as **Exhibit 8**,
17 and incorporated herein as if set forth in full.

18 31. On or about August 8, 2022, BIHQ generated and delivered an invoice
19 to Alo for one purchase order of clothing (“Invoice #9”). BIHQ delivered the order
20 on or about August 12, 2022. Alo accepted and received the order and the clothing
21 that is the subject of the order. As agreed by the parties, payment was due 45 days
22 from the date of Invoice #9. Pursuant to Invoice #9, Alo owed BIHQ \$5,704.14 for
23 618 articles of clothing. Despite demand, this amount remains due and owing. A
24 true and correct copy of Invoice #9 is attached hereto as **Exhibit 9**, and
25 incorporated herein as if set forth in full.

26 32. On or about August 12, 2022, BIHQ generated and delivered an
27 invoice to Alo for two purchase orders of clothing (“Invoice #10”). BIHQ delivered
28 the order on or about August 19, 2022. Alo accepted and received the order and the

1 clothing that is the subject of the order. As agreed by the parties, payment was due
2 45 days from the date of Invoice #10. Pursuant to Invoice #10, Alo owed BIHQ
3 \$20,671.20 for 1,566 articles of clothing. Despite demand, this amount remains due
4 and owing. A true and correct copy of Invoice #10 is attached hereto as **Exhibit 10**,
5 and incorporated herein as if set forth in full.

6 33. On or about August 16, 2022, BIHQ generated and delivered an
7 invoice to Alo for 16 purchase orders of clothing (“Invoice #11”). BIHQ delivered
8 the order on or about August 17, 2022. Alo accepted and received the order and the
9 clothing that is the subject of the order. As agreed by the parties, payment was due
10 45 days from the date of Invoice #11. Pursuant to Invoice #11, Alo owed BIHQ
11 \$5,940.52 for 373 articles of clothing. Despite demand, this amount remains due
12 and owing. A true and correct copy of Invoice #11 is attached hereto as **Exhibit 11**,
13 and incorporated herein as if set forth in full.

14 34. On or about August 16, 2022, BIHQ generated and delivered an
15 invoice to Alo for 13 purchase orders of clothing (“Invoice #12”). BIHQ delivered
16 the order on or about August 19, 2022. Alo accepted and received the order and the
17 clothing that is the subject of the order. As agreed by the parties, payment was due
18 45 days from the date of Invoice #12. Pursuant to Invoice #12, Alo owed BIHQ
19 \$245,372.60 for 12,046 articles of clothing. Despite demand, this amount remains
20 due and owing. A true and correct copy of Invoice #12 is attached hereto as **Exhibit**
21 **12**, and incorporated herein as if set forth in full.

22 35. On or about August 16, 2022, BIHQ generated and delivered an
23 invoice to Alo for eight purchase orders of clothing (“Invoice #13”). BIHQ
24 delivered the order on or about August 18, 2022. Alo accepted and received the
25 order and the clothing that is the subject of the order. As agreed by the parties,
26 payment was due 45 days from the date of Invoice #13. Pursuant to Invoice #13,
27 Alo owed BIHQ \$250,404.24 for 17,624 articles of clothing. Despite demand, this
28 amount remains due and owing. A true and correct copy of Invoice #13 is attached

1 hereto as **Exhibit 13**, and incorporated herein as if set forth in full.

2 36. On or about August 16, 2022, BIHQ generated and delivered an
3 invoice to Alo for 22 purchase orders of clothing (“Invoice #14”). BIHQ delivered
4 the order on or about August 18, 2022. Alo accepted and received the order and the
5 clothing that is the subject of the order. As agreed by the parties, payment was due
6 45 days from the date of Invoice #14. Pursuant to Invoice #14, Alo owed BIHQ
7 \$184,162.11 for 11,482 articles of clothing. Despite demand, this amount remains
8 due and owing. A true and correct copy of Invoice #14 is attached hereto as **Exhibit**
9 **14**, and incorporated herein as if set forth in full.

10 37. On or about August 18, 2022, BIHQ generated and delivered an
11 invoice to Alo for an additional freight cost (“Invoice #15”). As agreed by the
12 parties, payment was due 45 days from the date of Invoice #15. Pursuant to Invoice
13 #15, Alo owed BIHQ \$10,049.30 for additional freight costs. Despite demand, this
14 amount remains due and owing. A true and correct copy of Invoice #15 is attached
15 hereto as **Exhibit 15**, and incorporated herein as if set forth in full.

16 38. On or about August 19, 2022, BIHQ generated and delivered an
17 invoice to Alo for ten purchase orders of clothing (“Invoice #16”). BIHQ delivered
18 the order on or about August 22, 2022. Alo accepted and received the order and the
19 clothing that is the subject of the order. As agreed by the parties, payment was due
20 45 days from the date of Invoice #16. Pursuant to Invoice #16, Alo owed BIHQ
21 \$4,890.02 for 379 articles of clothing. Despite demand, this amount remains due
22 and owing. A true and correct copy of Invoice #16 is attached hereto as **Exhibit 16**,
23 and incorporated herein as if set forth in full.

24 39. On or about August 19, 2022, BIHQ generated and delivered an
25 invoice to Alo for seven purchase orders of clothing (“Invoice #17”). BIHQ
26 delivered the order on or about August 27, 2022. Alo accepted and received the
27 order and the clothing that is the subject of the order. As agreed by the parties,
28 payment was due 45 days from the date of Invoice #17. Pursuant to Invoice #17,

1 Alo owed BIHQ \$164,105.16 for 15,334 articles of clothing. Despite demand, this
2 amount remains due and owing. A true and correct copy of Invoice #17 is attached
3 hereto as **Exhibit 17**, and incorporated herein as if set forth in full.

4 40. On or about August 19, 2022, BIHQ generated and delivered an
5 invoice to Alo for seven purchase orders of clothing (“Invoice #18”). BIHQ
6 delivered the order on or about August 27, 2022. Alo accepted and received the
7 order and the clothing that is the subject of the order. As agreed by the parties,
8 payment was due 45 days from the date of Invoice #18. Pursuant to Invoice #18,
9 Alo owed BIHQ \$71,877.20 for 6,816 articles of clothing. Despite demand, this
10 amount remains due and owing. A true and correct copy of Invoice #18 is attached
11 hereto as **Exhibit 18**, and incorporated herein as if set forth in full.

12 41. On or about August 29, 2022, BIHQ generated and delivered an
13 invoice to Alo for one purchase order of clothing (“Invoice #19”). BIHQ delivered
14 the order on or about September 1, 2022. Alo accepted and received the order and
15 the clothing that is the subject of the order. As agreed by the parties, payment was
16 due 45 days from the date of Invoice #19. Pursuant to Invoice #19, Alo owed BIHQ
17 \$11,589.24 for 897 articles of clothing. Despite demand, this amount remains due
18 and owing. A true and correct copy of Invoice #19 is attached hereto as **Exhibit 19**,
19 and incorporated herein as if set forth in full.

20 42. On or about September 6, 2022, BIHQ generated and delivered an
21 invoice to Alo for four purchase orders of clothing (“Invoice #20”). BIHQ delivered
22 the order on or about September 7, 2022. Alo accepted and received the order and
23 the clothing that is the subject of the order. As agreed by the parties, payment was
24 due 45 days from the date of Invoice #20. Pursuant to Invoice #20, Alo owed BIHQ
25 \$682.68 for 46 articles of clothing. Despite demand, this amount remains due and
26 owing. A true and correct copy of Invoice #20 is attached hereto as **Exhibit 20**, and
27 incorporated herein as if set forth in full.

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1 43. On or about September 6, 2022, BIHQ generated and delivered an
2 invoice to Alo for three purchase orders of clothing (“Invoice #21”). BIHQ
3 delivered the order on or about September 10, 2022. Alo accepted and received the
4 order and the clothing that is the subject of the order. As agreed by the parties,
5 payment was due 45 days from the date of Invoice #21. Pursuant to Invoice #21,
6 Alo owed BIHQ \$57,823.75 for 3,925 articles of clothing. Despite demand, this
7 amount remains due and owing. A true and correct copy of Invoice #21 is attached
8 hereto as **Exhibit 21**, and incorporated herein as if set forth in full.

9 44. On or about September 6, 2022, BIHQ generated and delivered an
10 invoice to Alo for one purchase order of clothing (“Invoice #22”). BIHQ delivered
11 the order on or about September 9, 2022. Alo accepted and received the order and
12 the clothing that is the subject of the order. As agreed by the parties, payment was
13 due 45 days from the date of Invoice #22. Pursuant to Invoice #22, Alo owed BIHQ
14 \$65,250.77 for 3,611 articles of clothing. Despite demand, this amount remains due
15 and owing. A true and correct copy of Invoice #22 is attached hereto as **Exhibit 22**,
16 and incorporated herein as if set forth in full.

17 45. On or about September 6, 2022, BIHQ generated and delivered an
18 invoice to Alo for two purchase orders of clothing (“Invoice #23”). BIHQ delivered
19 the order on or about September 10, 2022. Alo accepted and received the order and
20 the clothing that is the subject of the order. As agreed by the parties, payment was
21 due 45 days from the date of Invoice #23. Pursuant to Invoice #23, Alo owed BIHQ
22 \$61,446.88 for 3,652 articles of clothing. Despite demand, this amount remains due
23 and owing. A true and correct copy of Invoice #23 is attached hereto as **Exhibit 23**,
24 and incorporated herein as if set forth in full.

25 46. On or about September 6, 2022, BIHQ generated and delivered an
26 invoice to Alo for two purchase orders of clothing (“Invoice #24”). BIHQ delivered
27 the order on or about September 11, 2022. Alo accepted and received the order and
28 the clothing that is the subject of the order. As agreed by the parties, payment was

1 due 45 days from the date of Invoice #24. Pursuant to Invoice #24, Alo owed BIHQ
2 \$72,452.00 for 4,784 articles of clothing. Despite demand, this amount remains due
3 and owing. A true and correct copy of Invoice #24 is attached hereto as **Exhibit 24**,
4 and incorporated herein as if set forth in full.

5 47. On or about September 12, 2022, BIHQ generated and delivered an
6 invoice to Alo for 16 purchase orders of clothing (“Invoice #25”). BIHQ delivered
7 the order on or about September 13, 2022. Alo accepted and received the order and
8 the clothing that is the subject of the order. As agreed by the parties, payment was
9 due 45 days from the date of Invoice #25. Pursuant to Invoice #25, Alo owed BIHQ
10 \$3,245.54 for 193 articles of clothing. Despite demand, this amount remains due
11 and owing. A true and correct copy of Invoice #25 is attached hereto as **Exhibit 25**,
12 and incorporated herein as if set forth in full.

13 48. On or about September 13, 2022, BIHQ generated and delivered an
14 invoice to Alo for six purchase orders of clothing (“Invoice #26”). BIHQ delivered
15 the order on or about September 15, 2022. Alo accepted and received the order and
16 the clothing that is the subject of the order. As agreed by the parties, payment was
17 due 45 days from the date of Invoice #26. Pursuant to Invoice #26, Alo owed BIHQ
18 \$99,507.66 for 5,462 articles of clothing. Despite demand, this amount remains due
19 and owing. A true and correct copy of Invoice #26 is attached hereto as **Exhibit 26**,
20 and incorporated herein as if set forth in full.

21 49. On or about September 13, 2022, BIHQ generated and delivered an
22 invoice to Alo for nine purchase orders of clothing (“Invoice #27”). BIHQ
23 delivered the order on or about September 17, 2022. Alo accepted and received the
24 order and the clothing that is the subject of the order. As agreed by the parties,
25 payment was due 45 days from the date of Invoice #27. Pursuant to Invoice #27,
26 Alo owed BIHQ \$109,587.91 for 8,535 articles of clothing. Despite demand, this
27 amount remains due and owing. A true and correct copy of Invoice #27 is attached
28 hereto as **Exhibit 27**, and incorporated herein as if set forth in full.

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1 50. On or about September 13, 2022, BIHQ generated and delivered an
2 invoice to Alo for 12 purchase orders of clothing (“Invoice #28”). BIHQ delivered
3 the order on or about September 15, 2022. Alo accepted and received the order and
4 the clothing that is the subject of the order. As agreed by the parties, payment was
5 due 45 days from the date of Invoice #28. Pursuant to Invoice #28, Alo owed BIHQ
6 \$70,723.18 for 4,884 articles of clothing. Despite demand, this amount remains due
7 and owing. A true and correct copy of Invoice #28 is attached hereto as **Exhibit 28**,
8 and incorporated herein as if set forth in full.

9 51. On or about September 13, 2022, BIHQ generated and delivered an
10 invoice to Alo for nine purchase orders of clothing (“Invoice #29”). BIHQ
11 delivered the order on or about October 15, 2022. Alo accepted and received the
12 order and the clothing that is the subject of the order. As agreed by the parties,
13 payment was due 45 days from the date of Invoice #29. Pursuant to Invoice #29,
14 Alo owed BIHQ \$40,240.64 for 2,247 articles of clothing. Despite demand, this
15 amount remains due and owing. A true and correct copy of Invoice #29 is attached
16 hereto as **Exhibit 29**, and incorporated herein as if set forth in full.

17 52. On or about September 20, 2022, BIHQ generated and delivered an
18 invoice to Alo for eight purchase orders of clothing (“Invoice #30”). BIHQ
19 delivered the order on or about October 15, 2022. Alo accepted and received the
20 order and the clothing that is the subject of the order. As agreed by the parties,
21 payment was due 45 days from the date of Invoice #30. Pursuant to Invoice #30,
22 Alo owed BIHQ \$68,613.43 for 3,684 articles of clothing. Despite demand, this
23 amount remains due and owing. A true and correct copy of Invoice #30 is attached
24 hereto as **Exhibit 30**, and incorporated herein as if set forth in full.

25 53. On or about September 20, 2022, BIHQ generated and delivered an
26 invoice to Alo for three purchase orders of clothing (“Invoice #31”). BIHQ
27 delivered the order on or about September 21, 2022. Alo accepted and received the
28 order and the clothing that is the subject of the order. As agreed by the parties,

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1 payment was due 45 days from the date of Invoice #31. Pursuant to Invoice #31,
2 Alo owed BIHQ \$2,230.80 for 169 articles of clothing. Despite demand, this
3 amount remains due and owing. A true and correct copy of Invoice #31 is attached
4 hereto as **Exhibit 31**, and incorporated herein as if set forth in full.

5 54. On or about September 20, 2022, BIHQ generated and delivered an
6 invoice to Alo for two purchase orders of clothing (“Invoice #32”). BIHQ delivered
7 the order on or about September 24, 2022. Alo accepted and received the order and
8 the clothing that is the subject of the order. As agreed by the parties, payment was
9 due 45 days from the date of Invoice #32. Pursuant to Invoice #32, Alo owed BIHQ
10 \$63,109.20 for 4,781 articles of clothing. Despite demand, this amount remains due
11 and owing. A true and correct copy of Invoice #32 is attached hereto as **Exhibit 32**,
12 and incorporated herein as if set forth in full.

13 55. On or about September 20, 2022, BIHQ generated and delivered an
14 invoice to Alo for two purchase orders of clothing (“Invoice #33”). BIHQ delivered
15 the order on or about September 24, 2022. Alo accepted and received the order and
16 the clothing that is the subject of the order. As agreed by the parties, payment was
17 due 45 days from the date of Invoice #33. Pursuant to Invoice #33, Alo owed BIHQ
18 \$35,838.00 for 2,715 articles of clothing. Despite demand, this amount remains due
19 and owing. A true and correct copy of Invoice #33 is attached hereto as **Exhibit 33**,
20 and incorporated herein as if set forth in full.

21 56. On or about September 23, 2022, BIHQ generated and delivered an
22 invoice to Alo for seven purchase orders of clothing (“Invoice #34”). BIHQ
23 delivered the order on or about September 26, 2022. Alo accepted and received the
24 order and the clothing that is the subject of the order. As agreed by the parties,
25 payment was due 45 days from the date of Invoice #34. Pursuant to Invoice #34,
26 Alo owed BIHQ \$1,456.67 for 112 articles of clothing. Despite demand, this
27 amount remains due and owing. A true and correct copy of Invoice #34 is attached
28 hereto as **Exhibit 34**, and incorporated herein as if set forth in full.

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1 57. On or about September 23, 2022, BIHQ generated and delivered an
2 invoice to Alo for one purchase order of clothing (“Invoice #35”). BIHQ delivered
3 the order on or about September 30, 2022. Alo accepted and received the order and
4 the clothing that is the subject of the order. As agreed by the parties, payment was
5 due 45 days from the date of Invoice #35. Pursuant to Invoice #35, Alo owed BIHQ
6 \$15,491.74 for 1,051 articles of clothing. Despite demand, this amount remains due
7 and owing. A true and correct copy of Invoice #35 is attached hereto as Exhibit 35,
8 and incorporated herein as if set forth in full.

9 58. On or about September 23, 2022, BIHQ generated and delivered an
10 invoice to Alo for one purchase order of clothing (“Invoice #36”). BIHQ delivered
11 the order on or about September 30, 2022. Alo accepted and received the order and
12 the clothing that is the subject of the order. As agreed by the parties, payment was
13 due 45 days from the date of Invoice #36. Pursuant to Invoice #36, Alo owed BIHQ
14 \$5,365.36 for 364 articles of clothing. Despite demand, this amount remains due
15 and owing. A true and correct copy of Invoice #36 is attached hereto as Exhibit 36,
16 and incorporated herein as if set forth in full.

17 59. On or about September 26, 2022, BIHQ generated and delivered an
18 invoice to Alo for four purchase orders of clothing (“Invoice #37”). BIHQ delivered
19 the order on or about September 27, 2022. Alo accepted and received the order and
20 the clothing that is the subject of the order. As agreed by the parties, payment was
21 due 45 days from the date of Invoice #37. Pursuant to Invoice #37, Alo owed BIHQ
22 \$1,006.07 for 109 articles of clothing. Despite demand, this amount remains due
23 and owing. A true and correct copy of Invoice #37 is attached hereto as Exhibit 37,
24 and incorporated herein as if set forth in full.

25 60. On or about September 26, 2022, BIHQ generated and delivered an
26 invoice to Alo for four purchase orders of clothing (“Invoice #38”). BIHQ delivered
27 the order on or about September 29, 2022. Alo accepted and received the order and
28 the clothing that is the subject of the order. As agreed by the parties, payment was

1 due 45 days from the date of Invoice #38. Pursuant to Invoice #38, Alo owed BIHQ
2 \$99,684.00 for 10,800 articles of clothing. Despite demand, this amount remains
3 due and owing. A true and correct copy of Invoice #38 is attached hereto as **Exhibit**
4 **38**, and incorporated herein as if set forth in full.

5 61. On or about September 26, 2022, BIHQ generated and delivered an
6 invoice to Alo for four purchase orders of clothing (“Invoice #39”). BIHQ delivered
7 the order on or about September 29, 2022. Alo accepted and received the order and
8 the clothing that is the subject of the order. As agreed by the parties, payment was
9 due 45 days from the date of Invoice #39. Pursuant to Invoice #39, Alo owed BIHQ
10 \$59,542.73 for 6,451 articles of clothing. Despite demand, this amount remains due
11 and owing. A true and correct copy of Invoice #39 is attached hereto as **Exhibit 39**,
12 and incorporated herein as if set forth in full.

13 62. On or about September 27, 2022, BIHQ generated and delivered an
14 invoice to Alo for an additional cost related to a change request (“Invoice #40”). As
15 agreed by the parties, payment was due 45 days from the date of Invoice #40.
16 Pursuant to Invoice #40, Alo owed BIHQ \$9,691.15. Despite demand, this amount
17 remains due and owing. A true and correct copy of Invoice #40 is attached hereto as
18 **Exhibit 40**, and incorporated herein as if set forth in full.

19 63. On or about September 27, 2022, BIHQ generated and delivered an
20 invoice to Alo for a fabric surcharge (“Invoice #41”). As agreed by the parties,
21 payment was due 45 days from the date of Invoice #41. Pursuant to Invoice #41,
22 Alo owed BIHQ \$1,914.50. Despite demand, this amount remains due and owing.
23 A true and correct copy of Invoice #41 is attached hereto as **Exhibit 41**, and
24 incorporated herein as if set forth in full.

25 64. On or about September 27, 2022, BIHQ generated and delivered an
26 invoice to Alo for a cancellation cost (“Invoice #42”). As agreed by the parties,
27 payment was due 45 days from the date of Invoice #42. Pursuant to Invoice #42,
28 Alo owed BIHQ \$164,069.48. Despite demand, this amount remains due and

1 owing. A true and correct copy of Invoice #42 is attached hereto as **Exhibit 42**, and
2 incorporated herein as if set forth in full.

3 65. On or about September 27, 2022, BIHQ generated and delivered an
4 invoice to Alo for additional material and labor costs (“Invoice #43”). As agreed by
5 the parties, payment was due 45 days from the date of Invoice #43. Pursuant to
6 Invoice #43, Alo owed BIHQ \$1,697.82. Despite demand, this amount remains due
7 and owing. A true and correct copy of Invoice #43 is attached hereto as **Exhibit 43**,
8 and incorporated herein as if set forth in full.

9 66. On or about September 27, 2022, BIHQ generated and delivered an
10 invoice to Alo for four purchase orders of clothing (“Invoice #44”). BIHQ delivered
11 the order on or about November 9, 2022. Alo accepted and received the order and
12 the clothing that is the subject of the order. As agreed by the parties, payment was
13 due 45 days from the date of Invoice #44. Pursuant to Invoice #44, Alo owed BIHQ
14 \$33,775.73 for 2,332 articles of clothing. Despite demand, this amount remains due
15 and owing. A true and correct copy of Invoice #44 is attached hereto as **Exhibit 44**,
16 and incorporated herein as if set forth in full.

17 67. On or about September 27, 2022, BIHQ generated and delivered an
18 invoice to Alo for four purchase orders of clothing (“Invoice #45”). BIHQ delivered
19 the order on or about November 7, 2022. Alo accepted and received the order and
20 the clothing that is the subject of the order. As agreed by the parties, payment was
21 due 45 days from the date of Invoice #45. Pursuant to Invoice #45, Alo owed BIHQ
22 \$22,325.72 for 1,707 articles of clothing. Despite demand, this amount remains due
23 and owing. A true and correct copy of Invoice #45 is attached hereto as **Exhibit 45**,
24 and incorporated herein as if set forth in full.

25 68. On or about September 28, 2022, BIHQ generated and delivered an
26 invoice to Alo for a fabric surcharge (“Invoice #46”). As agreed by the parties,
27 payment was due 45 days from the date of Invoice #46. Pursuant to Invoice #46,
28 Alo owed BIHQ \$5,125.00. Despite demand, this amount remains due and owing.

1 A true and correct copy of Invoice #46 is attached hereto as **Exhibit 46**, and
2 incorporated herein as if set forth in full.

3 69. On or about September 30, 2022, BIHQ generated and delivered an
4 invoice to Alo for four purchase orders of clothing (“Invoice #47”). BIHQ delivered
5 the order on or about October 3, 2022. Alo accepted and received the order and the
6 clothing that is the subject of the order. As agreed by the parties, payment was due
7 45 days from the date of Invoice #47. Pursuant to Invoice #47, Alo owed BIHQ
8 \$1,244.40 for 48 articles of clothing. Despite demand, this amount remains due and
9 owing. A true and correct copy of Invoice #47 is attached hereto as **Exhibit 47**, and
10 incorporated herein as if set forth in full.

11 70. On or about September 30, 2022, BIHQ generated and delivered an
12 invoice to Alo for nine purchase orders of clothing (“Invoice #48”). BIHQ
13 delivered the order on or about October 6, 2022. Alo accepted and received the
14 order and the clothing that is the subject of the order. As agreed by the parties,
15 payment was due 45 days from the date of Invoice #48. Pursuant to Invoice #48,
16 Alo owed BIHQ \$141,201.18 for 7,647 articles of clothing. Despite demand, this
17 amount remains due and owing. A true and correct copy of Invoice #48 is attached
18 hereto as **Exhibit 48**, and incorporated herein as if set forth in full.

19 71. On or about September 30, 2022, BIHQ generated and delivered an
20 invoice to Alo for one purchase order of clothing (“Invoice #49”). BIHQ delivered
21 the order on or about November 9, 2022. Alo accepted and received the order and
22 the clothing that is the subject of the order. As agreed by the parties, payment was
23 due 45 days from the date of Invoice #49. Pursuant to Invoice #49, Alo owed BIHQ
24 \$24,144.12 for 1,638 articles of clothing. Despite demand, this amount remains due
25 and owing. A true and correct copy of Invoice #49 is attached hereto as **Exhibit 49**,
26 and incorporated herein as if set forth in full.

27 72. On or about September 30, 2022, BIHQ generated and delivered an
28 invoice to Alo for nine purchase orders of clothing (“Invoice #50”). BIHQ

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1 delivered the order on or about October 4, 2022. Alo accepted and received the
2 order and the clothing that is the subject of the order. As agreed by the parties,
3 payment was due 45 days from the date of Invoice #50. Pursuant to Invoice #50,
4 Alo owed BIHQ \$57,267.07 for 2,909 articles of clothing. Despite demand, this
5 amount remains due and owing. A true and correct copy of Invoice #50 is attached
6 hereto as **Exhibit 50**, and incorporated herein as if set forth in full.

7 73. On or about September 30, 2022, BIHQ generated and delivered an
8 invoice to Alo for one purchase order of clothing (“Invoice #51”). BIHQ delivered
9 the order on or about November 14, 2022. Alo accepted and received the order and
10 the clothing that is the subject of the order. As agreed by the parties, payment was
11 due 45 days from the date of Invoice #51. Pursuant to Invoice #51, Alo owed BIHQ
12 \$5,896.00 for 400 articles of clothing. Despite demand, this amount remains due
13 and owing. A true and correct copy of Invoice #51 is attached hereto as **Exhibit 51**,
14 and incorporated herein as if set forth in full.

15 74. On or about October 5, 2022, BIHQ generated and delivered an
16 invoice to Alo for 13 purchase orders of clothing (“Invoice #52”). BIHQ delivered
17 the order on or about October 8, 2022. Alo accepted and received the order and the
18 clothing that is the subject of the order. As agreed by the parties, payment was due
19 45 days from the date of Invoice #52. Pursuant to Invoice #52, Alo owed BIHQ
20 \$148,589.07 for 8,350 articles of clothing. Despite demand, this amount remains
21 due and owing. A true and correct copy of Invoice #52 is attached hereto as **Exhibit**
22 **52**, and incorporated herein as if set forth in full.

23 75. On or about October 5, 2022, BIHQ generated and delivered an
24 invoice to Alo for 13 purchase orders of clothing (“Invoice #53”). BIHQ delivered
25 the order on or about October 9, 2022. Alo accepted and received the order and the
26 clothing that is the subject of the order. As agreed by the parties, payment was due
27 45 days from the date of Invoice #53. Pursuant to Invoice #53, Alo owed BIHQ
28 \$82,872.31 for 4,559 articles of clothing. Despite demand, this amount remains due

1 and owing. A true and correct copy of Invoice #53 is attached hereto as **Exhibit 53**,
2 and incorporated herein as if set forth in full.

3 76. On or about October 5, 2022, BIHQ generated and delivered an
4 invoice to Alo for eight purchase orders of clothing (“Invoice #54”). BIHQ
5 delivered the order on or about November 2, 2022. Alo accepted and received the
6 order and the clothing that is the subject of the order. As agreed by the parties,
7 payment was due 45 days from the date of Invoice #54. Pursuant to Invoice #54,
8 Alo owed BIHQ \$97,445.43 for 5,255 articles of clothing. Despite demand, this
9 amount remains due and owing. A true and correct copy of Invoice #54 is attached
10 hereto as **Exhibit 54**, and incorporated herein as if set forth in full.

11 77. On or about October 5, 2022, BIHQ generated and delivered an
12 invoice to Alo for eight purchase orders of clothing (“Invoice #55”). BIHQ
13 delivered the order on or about November 16, 2022. Alo accepted and received the
14 order and the clothing that is the subject of the order. As agreed by the parties,
15 payment was due 45 days from the date of Invoice #55. Pursuant to Invoice #55,
16 Alo owed BIHQ \$51,011.15 for 2,792 articles of clothing. Despite demand, this
17 amount remains due and owing. A true and correct copy of Invoice #55 is attached
18 hereto as **Exhibit 55**, and incorporated herein as if set forth in full.

19 78. On or about October 5, 2022, BIHQ generated and delivered an
20 invoice to Alo for one purchase order of clothing (“Invoice #56”). BIHQ delivered
21 the order on or about October 7, 2022. Alo accepted and received the order and the
22 clothing that is the subject of the order. As agreed by the parties, payment was due
23 45 days from the date of Invoice #56. Pursuant to Invoice #56, Alo owed BIHQ
24 \$478.04 for 17 articles of clothing. Despite demand, this amount remains due and
25 owing. A true and correct copy of Invoice #56 is attached hereto as **Exhibit 56**, and
26 incorporated herein as if set forth in full.

27 79. On or about October 6, 2022, BIHQ generated and delivered an
28 invoice to Alo for a fabric surcharge (“Invoice #57”). As agreed by the parties,

1 payment was due 45 days from the date of Invoice #57. Pursuant to Invoice #57,
2 Alo owed BIHQ \$300.00. Despite demand, this amount remains due and owing. A
3 true and correct copy of Invoice #57 is attached hereto as **Exhibit 57**, and
4 incorporated herein as if set forth in full.

5 80. On or about October 7, 2022, BIHQ generated and delivered an
6 invoice to Alo for two purchase orders of clothing (“Invoice #58”). BIHQ delivered
7 the order on or about October 12, 2022. Alo accepted and received the order and the
8 clothing that is the subject of the order. As agreed by the parties, payment was due
9 45 days from the date of Invoice #58. Pursuant to Invoice #58, Alo owed BIHQ
10 \$800.40 for 45 articles of clothing. Despite demand, this amount remains due and
11 owing. A true and correct copy of Invoice #58 is attached hereto as **Exhibit 58**, and
12 incorporated herein as if set forth in full.

13 81. On or about October 7, 2022, BIHQ generated and delivered an
14 invoice to Alo for two purchase orders of clothing (“Invoice #59”). BIHQ delivered
15 the order on or about October 15, 2022. Alo accepted and received the order and the
16 clothing that is the subject of the order. As agreed by the parties, payment was due
17 45 days from the date of Invoice #59. Pursuant to Invoice #59, Alo owed BIHQ
18 \$52,933.84 for 3,232 articles of clothing. Despite demand, this amount remains due
19 and owing. A true and correct copy of Invoice #59 is attached hereto as **Exhibit 59**,
20 and incorporated herein as if set forth in full.

21 82. On or about October 7, 2022, BIHQ generated and delivered an
22 invoice to Alo for two purchase orders of clothing (“Invoice #60”). BIHQ delivered
23 the order on or about October 15, 2022. Alo accepted and received the order and the
24 clothing that is the subject of the order. As agreed by the parties, payment was due
25 45 days from the date of Invoice #60. Pursuant to Invoice #60, Alo owed BIHQ
26 \$29,971.12 for 1,651 articles of clothing. Despite demand, this amount remains due
27 and owing. A true and correct copy of Invoice #60 is attached hereto as **Exhibit 60**,
28 and incorporated herein as if set forth in full.

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1 83. On or about October 7, 2022, BIHQ generated and delivered an
2 invoice to Alo for three purchase orders of clothing (“Invoice #61”). BIHQ
3 delivered the order on or about October 10, 2022. Alo accepted and received the
4 order and the clothing that is the subject of the order. As agreed by the parties,
5 payment was due 45 days from the date of Invoice #61. Pursuant to Invoice #61,
6 Alo owed BIHQ \$757.43 for 46 articles of clothing. Despite demand, this amount
7 remains due and owing. A true and correct copy of Invoice #61 is attached hereto as
8 **Exhibit 61**, and incorporated herein as if set forth in full.

9 84. On or about October 7, 2022, BIHQ generated and delivered an
10 invoice to Alo for one purchase order of clothing (“Invoice #62”). BIHQ delivered
11 the order on or about October 13, 2022. Alo accepted and received the order and the
12 clothing that is the subject of the order. As agreed by the parties, payment was due
13 45 days from the date of Invoice #62. Pursuant to Invoice #62, Alo owed BIHQ
14 \$8,228.00 for 400 articles of clothing. Despite demand, this amount remains due
15 and owing. A true and correct copy of Invoice #62 is attached hereto as **Exhibit 62**,
16 and incorporated herein as if set forth in full.

17 85. On or about October 7, 2022, BIHQ generated and delivered an
18 invoice to Alo for one purchase order of clothing (“Invoice #63”). BIHQ delivered
19 the order on or about November 16, 2022. Alo accepted and received the order and
20 the clothing that is the subject of the order. As agreed by the parties, payment was
21 due 45 days from the date of Invoice #63. Pursuant to Invoice #63, Alo owed BIHQ
22 \$20,921.28 for 1488 articles of clothing. Despite demand, this amount remains due
23 and owing. A true and correct copy of Invoice #63 is attached hereto as **Exhibit 63**,
24 and incorporated herein as if set forth in full.

25 86. On or about October 7, 2022, BIHQ generated and delivered an
26 invoice to Alo for one purchase order of clothing (“Invoice #64”). BIHQ delivered
27 the order on or about October 15, 2022. Alo accepted and received the order and the
28 clothing that is the subject of the order. As agreed by the parties, payment was due

1 45 days from the date of Invoice #64. Pursuant to Invoice #64, Alo owed BIHQ
2 \$1,707.31 for 83 articles of clothing. Despite demand, this amount remains due and
3 owing. A true and correct copy of Invoice #64 is attached hereto as **Exhibit 64**, and
4 incorporated herein as if set forth in full.

5 87. On or about October 7, 2022, BIHQ generated and delivered an
6 invoice to Alo for one purchase order of clothing (“Invoice #65”). BIHQ delivered
7 the order on or about November 20, 2022. Alo accepted and received the order and
8 the clothing that is the subject of the order. As agreed by the parties, payment was
9 due 45 days from the date of Invoice #65. Pursuant to Invoice #65, Alo owed BIHQ
10 \$9,968.54 for 709 articles of clothing. Despite demand, this amount remains due
11 and owing. A true and correct copy of Invoice #65 is attached hereto as **Exhibit 65**,
12 and incorporated herein as if set forth in full.

13 88. On or about October 14, 2022, BIHQ generated and delivered an
14 invoice to Alo for an additional freight cost (“Invoice #66”). As agreed by the
15 parties, payment was due 45 days from the date of Invoice #66. Pursuant to Invoice
16 #66, Alo owed BIHQ \$1,630.00 for additional freight costs. Despite demand, this
17 amount remains due and owing. A true and correct copy of Invoice #66 is attached
18 hereto as **Exhibit 66**, and incorporated herein as if set forth in full.

19 89. On or about October 14, 2022, BIHQ generated and delivered an
20 invoice to Alo for six purchase orders of clothing (“Invoice #67”). BIHQ delivered
21 the order on or about October 17, 2022. Alo accepted and received the order and the
22 clothing that is the subject of the order. As agreed by the parties, payment was due
23 45 days from the date of Invoice #67. Pursuant to Invoice #67, Alo owed BIHQ
24 \$1,638.44 for 116 articles of clothing. Despite demand, this amount remains due
25 and owing. A true and correct copy of Invoice #67 is attached hereto as **Exhibit 67**,
26 and incorporated herein as if set forth in full.

27 90. On or about October 14, 2022, BIHQ generated and delivered an
28 invoice to Alo for four purchase orders of clothing (“Invoice #68”). BIHQ delivered

1 the order on or about October 19, 2022. Alo accepted and received the order and the
2 clothing that is the subject of the order. As agreed by the parties, payment was due
3 45 days from the date of Invoice #68. Pursuant to Invoice #68, Alo owed BIHQ
4 \$63,782.21 for 3,494 articles of clothing. Despite demand, this amount remains due
5 and owing. A true and correct copy of Invoice #68 is attached hereto as **Exhibit 68**,
6 and incorporated herein as if set forth in full.

7 91. On or about October 14, 2022, BIHQ generated and delivered an
8 invoice to Alo for two purchase orders of clothing (“Invoice #69”). BIHQ delivered
9 the order on or about November 24, 2022. Alo accepted and received the order and
10 the clothing that is the subject of the order. As agreed by the parties, payment was
11 due 45 days from the date of Invoice #69. Pursuant to Invoice #69, Alo owed BIHQ
12 \$16,956.36 for 1,206 articles of clothing. Despite demand, this amount remains due
13 and owing. A true and correct copy of Invoice #69 is attached hereto as **Exhibit 69**,
14 and incorporated herein as if set forth in full.

15 92. On or about October 14, 2022, BIHQ generated and delivered an
16 invoice to Alo for five purchase orders of clothing (“Invoice #70”). BIHQ delivered
17 the order on or about October 23, 2022. Alo accepted and received the order and the
18 clothing that is the subject of the order. As agreed by the parties, payment was due
19 45 days from the date of Invoice #70. Pursuant to Invoice #70, Alo owed BIHQ
20 \$46,073.11 for 2,404 articles of clothing. Despite demand, this amount remains due
21 and owing. A true and correct copy of Invoice #70 is attached hereto as **Exhibit 70**,
22 and incorporated herein as if set forth in full.

23 93. On or about October 14, 2022, BIHQ generated and delivered an
24 invoice to Alo for two purchase orders of clothing (“Invoice #71”). BIHQ delivered
25 the order on or about November 30, 2022. Alo accepted and received the order and
26 the clothing that is the subject of the order. As agreed by the parties, payment was
27 due 45 days from the date of Invoice #71. Pursuant to Invoice #71, Alo owed BIHQ
28 \$16,942.30 for 1,205 articles of clothing. Despite demand, this amount remains due

1 and owing. A true and correct copy of Invoice #71 is attached hereto as **Exhibit 71**,
2 and incorporated herein as if set forth in full.

3 94. On or about October 14, 2022, BIHQ generated and delivered an
4 invoice to Alo for one purchase order of clothing (“Invoice #72”). BIHQ delivered
5 the order on or about October 19, 2022. Alo accepted and received the order and the
6 clothing that is the subject of the order. As agreed by the parties, payment was due
7 45 days from the date of Invoice #72. Pursuant to Invoice #72, Alo owed BIHQ
8 \$6,411.36 for 456 articles of clothing. Despite demand, this amount remains due
9 and owing. A true and correct copy of Invoice #72 is attached hereto as **Exhibit 72**,
10 and incorporated herein as if set forth in full.

11 95. On or about October 17, 2022, BIHQ generated and delivered an
12 invoice to Alo for two purchase orders of clothing (“Invoice #73”). BIHQ delivered
13 the order on or about October 21, 2022. Alo accepted and received the order and the
14 clothing that is the subject of the order. As agreed by the parties, payment was due
15 45 days from the date of Invoice #73. Pursuant to Invoice #73, Alo owed BIHQ
16 \$1,209.16 for 43 articles of clothing. Despite demand, this amount remains due and
17 owing. A true and correct copy of Invoice #73 is attached hereto as **Exhibit 73**, and
18 incorporated herein as if set forth in full.

19 96. On or about October 17, 2022, BIHQ generated and delivered an
20 invoice to Alo for three purchase orders of clothing (“Invoice #74”). BIHQ
21 delivered the order on or about October 21, 2022. Alo accepted and received the
22 order and the clothing that is the subject of the order. As agreed by the parties,
23 payment was due 45 days from the date of Invoice #74. Pursuant to Invoice #74,
24 Alo owed BIHQ \$63,927.48 for 2,527 articles of clothing. Despite demand, this
25 amount remains due and owing. A true and correct copy of Invoice #74 is attached
26 hereto as **Exhibit 74**, and incorporated herein as if set forth in full.

27 97. On or about October 17, 2022, BIHQ generated and delivered an
28 invoice to Alo for two purchase orders of clothing (“Invoice #75”). BIHQ delivered

1 the order on or about October 20, 2022. Alo accepted and received the order and the
2 clothing that is the subject of the order. As agreed by the parties, payment was due
3 45 days from the date of Invoice #75. Pursuant to Invoice #75, Alo owed BIHQ
4 \$29,975.92 for 1,066 articles of clothing. Despite demand, this amount remains due
5 and owing. A true and correct copy of Invoice #75 is attached hereto as **Exhibit 75**,
6 and incorporated herein as if set forth in full.

7 98. On or about October 28, 2022, BIHQ generated and delivered an
8 invoice to Alo for an additional freight cost (“Invoice #76”). As agreed by the
9 parties, payment was due 45 days from the date of Invoice #76. Pursuant to Invoice
10 #76, Alo owed BIHQ \$1,278.45 for additional freight costs. Despite demand, this
11 amount remains due and owing. A true and correct copy of Invoice #76 is attached
12 hereto as **Exhibit 76**, and incorporated herein as if set forth in full.

13 99. On or about October 31, 2022, BIHQ generated and delivered an
14 invoice to Alo for three purchase orders of clothing (“Invoice #77”). BIHQ
15 delivered the order on or about November 2, 2022. Alo accepted and received the
16 order and the clothing that is the subject of the order. As agreed by the parties,
17 payment was due 45 days from the date of Invoice #77. Pursuant to Invoice #77,
18 Alo owed BIHQ \$745.18 for 53 articles of clothing. Despite demand, this amount
19 remains due and owing. A true and correct copy of Invoice #77 is attached hereto as
20 **Exhibit 77**, and incorporated herein as if set forth in full.

21 100. On or about October 31, 2022, BIHQ generated and delivered an
22 invoice to Alo for one purchase order of clothing (“Invoice #78”). BIHQ delivered
23 the order on or about November 7, 2022. Alo accepted and received the order and
24 the clothing that is the subject of the order. As agreed by the parties, payment was
25 due 45 days from the date of Invoice #78. Pursuant to Invoice #78, Alo owed BIHQ
26 \$22,889.68 for 1,628 articles of clothing. Despite demand, this amount remains due
27 and owing. A true and correct copy of Invoice #78 is attached hereto as **Exhibit 78**,
28 and incorporated herein as if set forth in full.

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1 101. On or about October 31, 2022, BIHQ generated and delivered an
2 invoice to Alo for one purchase order of clothing (“Invoice #79”). BIHQ delivered
3 the order on or about November 7, 2022. Alo accepted and received the order and
4 the clothing that is the subject of the order. As agreed by the parties, payment was
5 due 45 days from the date of Invoice #79. Pursuant to Invoice #79, Alo owed BIHQ
6 \$9,926.36 for 706 articles of clothing. Despite demand, this amount remains due
7 and owing. A true and correct copy of Invoice #79 is attached hereto as **Exhibit 79**,
8 and incorporated herein as if set forth in full.

9 102. On or about October 31, 2022, BIHQ generated and delivered an
10 invoice to Alo for one purchase order of clothing (“Invoice #80”). BIHQ delivered
11 the order on or about November 7, 2022. Alo accepted and received the order and
12 the clothing that is the subject of the order. As agreed by the parties, payment was
13 due 45 days from the date of Invoice #80. Pursuant to Invoice #80, Alo owed BIHQ
14 \$26,742.12 for 1,902 articles of clothing. Despite demand, this amount remains due
15 and owing. A true and correct copy of Invoice #80 is attached hereto as **Exhibit 80**,
16 and incorporated herein as if set forth in full.

17 103. On or about October 31, 2022, BIHQ generated and delivered an
18 invoice to Alo for three purchase orders of clothing (“Invoice #81”). BIHQ
19 delivered the order on or about December 9, 2022. Alo accepted and received the
20 order and the clothing that is the subject of the order. As agreed by the parties,
21 payment was due 45 days from the date of Invoice #81. Pursuant to Invoice #81,
22 Alo owed BIHQ \$80,615.62 for 5,683 articles of clothing. Despite demand, this
23 amount remains due and owing. A true and correct copy of Invoice #81 is attached
24 hereto as **Exhibit 81**, and incorporated herein as if set forth in full.

25 104. On or about October 31, 2022, BIHQ generated and delivered an
26 invoice to Alo for four purchase orders of clothing (“Invoice #82”). BIHQ delivered
27 the order on or about December 7, 2022. Alo accepted and received the order and
28 the clothing that is the subject of the order. As agreed by the parties, payment was

1 due 45 days from the date of Invoice #82. Pursuant to Invoice #82, Alo owed BIHQ
2 \$26,585.64 for 1,856 articles of clothing. Despite demand, this amount remains due
3 and owing. A true and correct copy of Invoice #82 is attached hereto as **Exhibit 82**,
4 and incorporated herein as if set forth in full.

5 105. On or about November 1, 2022, BIHQ generated and delivered an
6 invoice to Alo for a sample product order (“Invoice #83”). Alo accepted and
7 received the order and the clothing that is the subject of the order. As agreed by the
8 parties, payment was due 45 days from the date of Invoice #83. Pursuant to Invoice
9 #83, Alo owed BIHQ \$2,488.70 for samples of 12 different varieties of clothing.
10 Despite demand, this amount remains due and owing. A true and correct copy of
11 Invoice #83 is attached hereto as **Exhibit 83**, and incorporated herein as if set forth
12 in full.

13 106. On or about November 1, 2022, BIHQ generated and delivered an
14 invoice to Alo for a sample product order (“Invoice #84”). Alo accepted and
15 received the order and the clothing that is the subject of the order. As agreed by the
16 parties, payment was due 45 days from the date of Invoice #84. Pursuant to Invoice
17 #84, Alo owed BIHQ \$158.92 for samples of six different varieties of clothing.
18 Despite demand, this amount remains due and owing. A true and correct copy of
19 Invoice #84 is attached hereto as **Exhibit 84**, and incorporated herein as if set forth
20 in full.

21 107. On or about November 1, 2022, BIHQ generated and delivered an
22 invoice to Alo for a sample product order (“Invoice #85”). Alo accepted and
23 received the order and the clothing that is the subject of the order. As agreed by the
24 parties, payment was due 45 days from the date of Invoice #85. Pursuant to Invoice
25 #85, Alo owed BIHQ \$925.62 for samples of 29 different varieties of clothing.
26 Despite demand, this amount remains due and owing. A true and correct copy of
27 Invoice #85 is attached hereto as **Exhibit 85**, and incorporated herein as if set forth
28 in full.

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1 108. On or about November 1, 2022, BIHQ generated and delivered an
2 invoice to Alo for a sample product order (“Invoice #86”). Alo accepted and
3 received the order and the clothing that is the subject of the order. As agreed by the
4 parties, payment was due 45 days from the date of Invoice #86. Pursuant to Invoice
5 #86, Alo owed BIHQ \$3,159.50 for samples of 21 different varieties of clothing.
6 Despite demand, this amount remains due and owing. A true and correct copy of
7 Invoice #86 is attached hereto as **Exhibit 86**, and incorporated herein as if set forth
8 in full.

9 109. On or about November 1, 2022, BIHQ generated and delivered an
10 invoice to Alo for a sample product order (“Invoice #87”). Alo accepted and
11 received the order and the clothing that is the subject of the order. As agreed by the
12 parties, payment was due 45 days from the date of Invoice #87. Pursuant to Invoice
13 #87, Alo owed BIHQ \$1,077.80 for samples of 34 different varieties of clothing.
14 Despite demand, this amount remains due and owing. A true and correct copy of
15 Invoice #87 is attached hereto as **Exhibit 87**, and incorporated herein as if set forth
16 in full.

17 110. On or about November 1, 2022, BIHQ generated and delivered an
18 invoice to Alo for a sample product order (“Invoice #88”). Alo accepted and
19 received the order and the clothing that is the subject of the order. As agreed by the
20 parties, payment was due 45 days from the date of Invoice #88. Pursuant to Invoice
21 #88, Alo owed BIHQ \$6,501.74 for samples of 47 different varieties of clothing.
22 Despite demand, this amount remains due and owing. A true and correct copy of
23 Invoice #88 is attached hereto as **Exhibit 88**, and incorporated herein as if set forth
24 in full.

25 111. On or about November 1, 2022, BIHQ generated and delivered an
26 invoice to Alo for a sample product order (“Invoice #89”). Alo accepted and
27 received the order and the clothing that is the subject of the order. As agreed by the
28 parties, payment was due 45 days from the date of Invoice #89. Pursuant to Invoice

1 #89, Alo owed BIHQ \$3,899.42 for samples of 18 different varieties of clothing.
2 Despite demand, this amount remains due and owing. A true and correct copy of
3 Invoice #89 is attached hereto as **Exhibit 89**, and incorporated herein as if set forth
4 in full.

5 112. On or about November 1, 2022, BIHQ generated and delivered an
6 invoice to Alo for a sample product order (“Invoice #90”). Alo accepted and
7 received the order and the clothing that is the subject of the order. As agreed by the
8 parties, payment was due 45 days from the date of Invoice #90. Pursuant to Invoice
9 #90, Alo owed BIHQ \$1,982.28 for samples of 28 different varieties of clothing.
10 Despite demand, this amount remains due and owing. A true and correct copy of
11 Invoice #90 is attached hereto as **Exhibit 90**, and incorporated herein as if set forth
12 in full.

13 113. On or about November 7, 2022, BIHQ generated and delivered an
14 invoice to Alo for one purchase order of clothing (“Invoice #91”). BIHQ delivered
15 the order on or about November 9, 2022. Alo accepted and received the order and
16 the clothing that is the subject of the order. As agreed by the parties, payment was
17 due 45 days from the date of Invoice #91. Pursuant to Invoice #91, Alo owed BIHQ
18 \$442.20 for 30 articles of clothing. Despite demand, this amount remains due and
19 owing. A true and correct copy of Invoice #91 is attached hereto as **Exhibit 91**, and
20 incorporated herein as if set forth in full.

21 114. On or about November 7, 2022, BIHQ generated and delivered an
22 invoice to Alo for one purchase order of clothing (“Invoice #92”). BIHQ delivered
23 the order on or about December 15, 2022. Alo accepted and received the order and
24 the clothing that is the subject of the order. As agreed by the parties, payment was
25 due 45 days from the date of Invoice #92. Pursuant to Invoice #92, Alo owed BIHQ
26 \$7,222.60 for 490 articles of clothing. Despite demand, this amount remains due
27 and owing. A true and correct copy of Invoice #92 is attached hereto as **Exhibit 92**,
28 and incorporated herein as if set forth in full.

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1 115. On or about November 7, 2022, BIHQ generated and delivered an
2 invoice to Alo for one purchase order of clothing (“Invoice #93”). BIHQ delivered
3 the order on or about November 14, 2022. Alo accepted and received the order and
4 the clothing that is the subject of the order. As agreed by the parties, payment was
5 due 45 days from the date of Invoice #93. Pursuant to Invoice #93, Alo owed BIHQ
6 \$36,626.30 for 2,605 articles of clothing. Despite demand, this amount remains due
7 and owing. A true and correct copy of Invoice #93 is attached hereto as **Exhibit 93**,
8 and incorporated herein as if set forth in full.

9 116. On or about November 7, 2022, BIHQ generated and delivered an
10 invoice to Alo for two purchase orders of clothing (“Invoice #94”). BIHQ delivered
11 the order on or about December 14, 2022. Alo accepted and received the order and
12 the clothing that is the subject of the order. As agreed by the parties, payment was
13 due 45 days from the date of Invoice #94. Pursuant to Invoice #94, Alo owed BIHQ
14 \$10,095.68 for 706 articles of clothing. Despite demand, this amount remains due
15 and owing. A true and correct copy of Invoice #94 is attached hereto as **Exhibit 94**,
16 and incorporated herein as if set forth in full.

17 117. On or about November 9, 2022, BIHQ generated and delivered an
18 invoice to Alo for a fabric surcharge (“Invoice #95”). As agreed by the parties,
19 payment was due 45 days from the date of Invoice #95. Pursuant to Invoice #95,
20 Alo owed BIHQ \$18,850.00. Despite demand, this amount remains due and owing.
21 A true and correct copy of Invoice #95 is attached hereto as **Exhibit 95**, and
22 incorporated herein as if set forth in full.

23 118. On or about November 11, 2022, BIHQ generated and delivered an
24 invoice to Alo for an additional freight cost (“Invoice #96”). As agreed by the
25 parties, payment was due 45 days from the date of Invoice #96. Pursuant to Invoice
26 #96, Alo owed BIHQ \$3,535.65 for additional freight costs. Despite demand, this
27 amount remains due and owing. A true and correct copy of Invoice #96 is attached
28 hereto as **Exhibit 96**, and incorporated herein as if set forth in full.

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1 119. On or about November 17, 2022, BIHQ generated and delivered an
2 invoice to Alo for nine purchase orders of clothing (“Invoice #97”). BIHQ
3 delivered the order on or about November 20, 2022. Alo accepted and received the
4 order and the clothing that is the subject of the order. As agreed by the parties,
5 payment was due 45 days from the date of Invoice #97. Pursuant to Invoice #97,
6 Alo owed BIHQ \$4,413.42 for 297 articles of clothing. Despite demand, this
7 amount remains due and owing. A true and correct copy of Invoice #97 is attached
8 hereto as **Exhibit 97**, and incorporated herein as if set forth in full.

9 120. On or about November 17, 2022, BIHQ generated and delivered an
10 invoice to Alo for three purchase orders of clothing (“Invoice #98”). BIHQ
11 delivered the order on or about December 21, 2022. Alo accepted and received the
12 order and the clothing that is the subject of the order. As agreed by the parties,
13 payment was due 45 days from the date of Invoice #98. Pursuant to Invoice #98,
14 Alo owed BIHQ \$65,398.86 for 4,401 articles of clothing. Despite demand, this
15 amount remains due and owing. A true and correct copy of Invoice #98 is attached
16 hereto as **Exhibit 98**, and incorporated herein as if set forth in full.

17 121. On or about November 17, 2022, BIHQ generated and delivered an
18 invoice to Alo for three purchase orders of clothing (“Invoice #99”). BIHQ
19 delivered the order on or about December 29, 2022. Alo accepted and received the
20 order and the clothing that is the subject of the order. As agreed by the parties,
21 payment was due 45 days from the date of Invoice #99. Pursuant to Invoice #99,
22 Alo owed BIHQ \$44,996.08 for 3,028 articles of clothing. Despite demand, this
23 amount remains due and owing. A true and correct copy of Invoice #99 is attached
24 hereto as **Exhibit 99**, and incorporated herein as if set forth in full.

25 122. On or about December 1, 2022, BIHQ generated and delivered an
26 invoice to Alo for a sample product order (“Invoice #100”). Alo accepted and
27 received the order and the clothing that is the subject of the order. As agreed by the
28 parties, payment was due 45 days from the date of Invoice #100. Pursuant to

1 Invoice #100, Alo owed BIHQ \$195.75 for samples of seven different varieties of
2 clothing. Despite demand, this amount remains due and owing. A true and correct
3 copy of Invoice #100 is attached hereto as **Exhibit 100**, and incorporated herein as
4 if set forth in full.

5 123. On or about December 1, 2022, BIHQ generated and delivered an
6 invoice to Alo for a sample product order (“Invoice #101”). Alo accepted and
7 received the order and the clothing that is the subject of the order. As agreed by the
8 parties, payment was due 45 days from the date of Invoice #101. Pursuant to
9 Invoice #101, Alo owed BIHQ \$20.04 for samples of two different varieties of
10 clothing. Despite demand, this amount remains due and owing. A true and correct
11 copy of Invoice #101 is attached hereto as **Exhibit 101**, and incorporated herein as
12 if set forth in full.

13 124. On or about December 1, 2022, BIHQ generated and delivered an
14 invoice to Alo for a sample product order (“Invoice #102”). Alo accepted and
15 received the order and the clothing that is the subject of the order. As agreed by the
16 parties, payment was due 45 days from the date of Invoice #102. Pursuant to
17 Invoice #102, Alo owed BIHQ \$205.86 for samples of five different varieties of
18 clothing. Despite demand, this amount remains due and owing. A true and correct
19 copy of Invoice #102 is attached hereto as **Exhibit 102**, and incorporated herein as
20 if set forth in full.

21 125. On or about December 1, 2022, BIHQ generated and delivered an
22 invoice to Alo for a sample product order (“Invoice #103”). Alo accepted and
23 received the order and the clothing that is the subject of the order. As agreed by the
24 parties, payment was due 45 days from the date of Invoice #103. Pursuant to
25 Invoice #103, Alo owed BIHQ \$55.96 for samples of five different varieties of
26 clothing. Despite demand, this amount remains due and owing. A true and correct
27 copy of Invoice #103 is attached hereto as **Exhibit 103**, and incorporated herein as
28 if set forth in full.

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1 126. On or about December 1, 2022, BIHQ generated and delivered an
2 invoice to Alo for a sample product order (“Invoice #104”). Alo accepted and
3 received the order and the clothing that is the subject of the order. As agreed by the
4 parties, payment was due 45 days from the date of Invoice #104. Pursuant to
5 Invoice #104, Alo owed BIHQ \$33.40 for samples of two different varieties of
6 clothing. Despite demand, this amount remains due and owing. A true and correct
7 copy of Invoice #104 is attached hereto as **Exhibit 104**, and incorporated herein as
8 if set forth in full.

9 127. On or about December 1, 2022, BIHQ generated and delivered an
10 invoice to Alo for a sample product order (“Invoice #105”). Alo accepted and
11 received the order and the clothing that is the subject of the order. As agreed by the
12 parties, payment was due 45 days from the date of Invoice #105. Pursuant to
13 Invoice #105, Alo owed BIHQ \$72.56 for samples of four different varieties of
14 clothing. Despite demand, this amount remains due and owing. A true and correct
15 copy of Invoice #105 is attached hereto as **Exhibit 105**, and incorporated herein as
16 if set forth in full.

17 128. On or about December 1, 2022, BIHQ generated and delivered an
18 invoice to Alo for a sample product order (“Invoice #106”). Alo accepted and
19 received the order and the clothing that is the subject of the order. As agreed by the
20 parties, payment was due 45 days from the date of Invoice #106. Pursuant to
21 Invoice #106, Alo owed BIHQ \$75.60 for samples of four different varieties of
22 clothing. Despite demand, this amount remains due and owing. A true and correct
23 copy of Invoice #106 is attached hereto as **Exhibit 106**, and incorporated herein as
24 if set forth in full.

25 129. On or about December 1, 2022, BIHQ generated and delivered an
26 invoice to Alo for a sample product order (“Invoice #107”). Alo accepted and
27 received the order and the clothing that is the subject of the order. As agreed by the
28 parties, payment was due 45 days from the date of Invoice #107. Pursuant to

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1 Invoice #107, Alo owed BIHQ \$76.34 for samples of six different varieties of
2 clothing. Despite demand, this amount remains due and owing. A true and correct
3 copy of Invoice #107 is attached hereto as **Exhibit 107**, and incorporated herein as
4 if set forth in full.

5 130. On or about December 9, 2022, BIHQ generated and delivered an
6 invoice to Alo for a sample product order (“Invoice #108”). Alo accepted and
7 received the order and the clothing that is the subject of the order. As agreed by the
8 parties, payment was due 45 days from the date of Invoice #108. Pursuant to
9 Invoice #108, Alo owed BIHQ \$143.40 for samples of six different varieties of
10 clothing. Despite demand, this amount remains due and owing. A true and correct
11 copy of Invoice #108 is attached hereto as **Exhibit 108**, and incorporated herein as
12 if set forth in full.

13 131. On or about December 9, 2022, BIHQ generated and delivered an
14 invoice to Alo for a sample product order (“Invoice #109”). Alo accepted and
15 received the order and the clothing that is the subject of the order. As agreed by the
16 parties, payment was due 45 days from the date of Invoice #109. Pursuant to
17 Invoice #109, Alo owed BIHQ \$816.98 for samples of six different varieties of
18 clothing. Despite demand, this amount remains due and owing. A true and correct
19 copy of Invoice #109 is attached hereto as **Exhibit 109**, and incorporated herein as
20 if set forth in full.

21 132. On or about December 9, 2022, BIHQ generated and delivered an
22 invoice to Alo for a sample product order (“Invoice #110”). Alo accepted and
23 received the order and the clothing that is the subject of the order. As agreed by the
24 parties, payment was due 45 days from the date of Invoice #110. Pursuant to
25 Invoice #110, Alo owed BIHQ \$73.52 for samples of four different varieties of
26 clothing. Despite demand, this amount remains due and owing. A true and correct
27 copy of Invoice #110 is attached hereto as **Exhibit 110**, and incorporated herein as
28 if set forth in full.

1 133. On or about December 9, 2022, BIHQ generated and delivered an
2 invoice to Alo for a sample product order (“Invoice #111”). Alo accepted and
3 received the order and the clothing that is the subject of the order. As agreed by the
4 parties, payment was due 45 days from the date of Invoice #111. Pursuant to
5 Invoice #111, Alo owed BIHQ \$86.31 for samples of five different varieties of
6 clothing. Despite demand, this amount remains due and owing. A true and correct
7 copy of Invoice #111 is attached hereto as **Exhibit 111**, and incorporated herein as
8 if set forth in full.

9 134. On or about December 9, 2022, BIHQ generated and delivered an
10 invoice to Alo for a sample product order (“Invoice #112”). Alo accepted and
11 received the order and the clothing that is the subject of the order. As agreed by the
12 parties, payment was due 45 days from the date of Invoice #112. Pursuant to
13 Invoice #112, Alo owed BIHQ \$148.38 for samples of four different varieties of
14 clothing. Despite demand, this amount remains due and owing. A true and correct
15 copy of Invoice #112 is attached hereto as **Exhibit 112**, and incorporated herein as
16 if set forth in full.

17 135. On or about December 9, 2022, BIHQ generated and delivered an
18 invoice to Alo for a sample product order (“Invoice #113”). Alo accepted and
19 received the order and the clothing that is the subject of the order. As agreed by the
20 parties, payment was due 45 days from the date of Invoice #113. Pursuant to
21 Invoice #113, Alo owed BIHQ \$101.18 for samples of seven different varieties of
22 clothing. Despite demand, this amount remains due and owing. A true and correct
23 copy of Invoice #113 is attached hereto as **Exhibit 113**, and incorporated herein as
24 if set forth in full.

25 136. On or about December 9, 2022, BIHQ generated and delivered an
26 invoice to Alo for a sample product order (“Invoice #114”). Alo accepted and
27 received the order and the clothing that is the subject of the order. As agreed by the
28 parties, payment was due 45 days from the date of Invoice #114. Pursuant to

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1 Invoice #114, Alo owed BIHQ \$217.02 for samples of seven different varieties of
2 clothing. Despite demand, this amount remains due and owing. A true and correct
3 copy of Invoice #114 is attached hereto as **Exhibit 114**, and incorporated herein as
4 if set forth in full.

5 137. On or about December 9, 2022, BIHQ generated and delivered an
6 invoice to Alo for a sample product order (“Invoice #115”). Alo accepted and
7 received the order and the clothing that is the subject of the order. As agreed by the
8 parties, payment was due 45 days from the date of Invoice #115. Pursuant to
9 Invoice #115, Alo owed BIHQ \$5,626.10 for samples of 50 different varieties of
10 clothing. Despite demand, this amount remains due and owing. A true and correct
11 copy of Invoice #115 is attached hereto as **Exhibit 115**, and incorporated herein as
12 if set forth in full.

13 138. On or about December 9, 2022, BIHQ generated and delivered an
14 invoice to Alo for a sample product order (“Invoice #116”). Alo accepted and
15 received the order and the clothing that is the subject of the order. As agreed by the
16 parties, payment was due 45 days from the date of Invoice #116. Pursuant to
17 Invoice #116, Alo owed BIHQ \$3,761.50 for samples of 26 different varieties of
18 clothing. Despite demand, this amount remains due and owing. A true and correct
19 copy of Invoice #116 is attached hereto as **Exhibit 116**, and incorporated herein as
20 if set forth in full.

21 139. On or about December 9, 2022, BIHQ generated and delivered an
22 invoice to Alo for a sample product order (“Invoice #117”). Alo accepted and
23 received the order and the clothing that is the subject of the order. As agreed by the
24 parties, payment was due 45 days from the date of Invoice #117. Pursuant to
25 Invoice #117, Alo owed BIHQ \$475.72 for samples of 16 different varieties of
26 clothing. Despite demand, this amount remains due and owing. A true and correct
27 copy of Invoice #117 is attached hereto as **Exhibit 117**, and incorporated herein as
28 if set forth in full.

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1 140. On or about December 9, 2022, BIHQ generated and delivered an
2 invoice to Alo for a sample product order (“Invoice #118”). Alo accepted and
3 received the order and the clothing that is the subject of the order. As agreed by the
4 parties, payment was due 45 days from the date of Invoice #118. Pursuant to
5 Invoice #118, Alo owed BIHQ \$497.88 for samples of 27 different varieties of
6 clothing. Despite demand, this amount remains due and owing. A true and correct
7 copy of Invoice #118 is attached hereto as **Exhibit 118**, and incorporated herein as
8 if set forth in full.

9 141. On or about December 12, 2022, BIHQ generated and delivered an
10 invoice to Alo for an additional freight cost (“Invoice #119”). As agreed by the
11 parties, payment was due 45 days from the date of Invoice #119. Pursuant to
12 Invoice #119, Alo owed BIHQ \$1,774.50 for additional freight costs. Despite
13 demand, this amount remains due and owing. A true and correct copy of Invoice
14 #119 is attached hereto as **Exhibit 119**, and incorporated herein as if set forth in
15 full.

16 142. On or about December 19, 2022, BIHQ generated and delivered an
17 invoice to Alo for a fabric surcharge (“Invoice #120”). As agreed by the parties,
18 payment was due 45 days from the date of Invoice #120. Pursuant to Invoice #120,
19 Alo owed BIHQ \$1,558.40. Despite demand, this amount remains due and owing.
20 A true and correct copy of Invoice #120 is attached hereto as **Exhibit 120**, and
21 incorporated herein as if set forth in full.

22 143. On or about December 19, 2022, BIHQ generated and delivered an
23 invoice to Alo for a fabric surcharge (“Invoice #121”). As agreed by the parties,
24 payment was due 45 days from the date of Invoice #121. Pursuant to Invoice #121,
25 Alo owed BIHQ \$2,986.52. Despite demand, this amount remains due and owing.
26 A true and correct copy of Invoice #121 is attached hereto as **Exhibit 121**, and
27 incorporated herein as if set forth in full.

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1 144. On or about December 19, 2022, BIHQ generated and delivered an
2 invoice to Alo for a fabric surcharge (“Invoice #122”). As agreed by the parties,
3 payment was due 45 days from the date of Invoice #122. Pursuant to Invoice #122,
4 Alo owed BIHQ \$269.47. Despite demand, this amount remains due and owing. A
5 true and correct copy of Invoice #122 is attached hereto as **Exhibit 122**, and
6 incorporated herein as if set forth in full.

7 145. On or about December 19, 2022, BIHQ generated and delivered an
8 invoice to Alo for a fabric surcharge (“Invoice #123”). As agreed by the parties,
9 payment was due 45 days from the date of Invoice #123. Pursuant to Invoice #123,
10 Alo owed BIHQ \$56.63. Despite demand, this amount remains due and owing. A
11 true and correct copy of Invoice #123 is attached hereto as **Exhibit 123**, and
12 incorporated herein as if set forth in full.

13 146. On or about December 19, 2022, BIHQ generated and delivered an
14 invoice to Alo for a fabric surcharge (“Invoice #124”). As agreed by the parties,
15 payment was due 45 days from the date of Invoice #124. Pursuant to Invoice #124,
16 Alo owed BIHQ \$150.69. Despite demand, this amount remains due and owing. A
17 true and correct copy of Invoice #124 is attached hereto as **Exhibit 124**, and
18 incorporated herein as if set forth in full.

19 147. On or about December 19, 2022, BIHQ generated and delivered an
20 invoice to Alo for a sample product order (“Invoice #125”). Alo accepted and
21 received the order and the clothing that is the subject of the order. As agreed by the
22 parties, payment was due 45 days from the date of Invoice #125. Pursuant to
23 Invoice #125, Alo owed BIHQ \$53.57 for samples of four different varieties of
24 clothing. Despite demand, this amount remains due and owing. A true and correct
25 copy of Invoice #125 is attached hereto as **Exhibit 125**, and incorporated herein as
26 if set forth in full.

27 148. On or about December 19, 2022, BIHQ generated and delivered an
28 invoice to Alo for a sample product order (“Invoice #126”). Alo accepted and

1 received the order and the clothing that is the subject of the order. As agreed by the
2 parties, payment was due 45 days from the date of Invoice #126. Pursuant to
3 Invoice #126, Alo owed BIHQ \$4,540.83 for samples of 32 different varieties of
4 clothing. Despite demand, this amount remains due and owing. A true and correct
5 copy of Invoice #126 is attached hereto as **Exhibit 126**, and incorporated herein as
6 if set forth in full.

7 149. On or about December 19, 2022, BIHQ generated and delivered an
8 invoice to Alo for a sample product order (“Invoice #127”). Alo accepted and
9 received the order and the clothing that is the subject of the order. As agreed by the
10 parties, payment was due 45 days from the date of Invoice #127. Pursuant to
11 Invoice #127, Alo owed BIHQ \$3,180.42 for samples of 38 different varieties of
12 clothing. Despite demand, this amount remains due and owing. A true and correct
13 copy of Invoice #127 is attached hereto as **Exhibit 127**, and incorporated herein as
14 if set forth in full.

150. On or about December 19, 2022, BIHQ generated and delivered an
16 invoice to Alo for a sample product order (“Invoice #128”). Alo accepted and
17 received the order and the clothing that is the subject of the order. As agreed by the
18 parties, payment was due 45 days from the date of Invoice #128. Pursuant to
19 Invoice #128, Alo owed BIHQ \$4,792.16 for samples of 28 different varieties of
20 clothing. Despite demand, this amount remains due and owing. A true and correct
21 copy of Invoice #128 is attached hereto as **Exhibit 128**, and incorporated herein as
22 if set forth in full.

151. On or about December 19, 2022, BIHQ generated and delivered an
16 invoice to Alo for a sample product order (“Invoice #129”). Alo accepted and
17 received the order and the clothing that is the subject of the order. As agreed by the
18 parties, payment was due 45 days from the date of Invoice #129. Pursuant to
19 Invoice #129, Alo owed BIHQ \$89.60 for samples of four different varieties of
20 clothing. Despite demand, this amount remains due and owing. A true and correct

1 copy of Invoice #129 is attached hereto as **Exhibit 129**, and incorporated herein as
2 if set forth in full.

3 152. On or about December 19, 2022, BIHQ generated and delivered an
4 invoice to Alo for a sample product order (“Invoice #130”). Alo accepted and
5 received the order and the clothing that is the subject of the order. As agreed by the
6 parties, payment was due 45 days from the date of Invoice #130. Pursuant to
7 Invoice #130, Alo owed BIHQ \$1,884.12 for samples of ten different varieties of
8 clothing. Despite demand, this amount remains due and owing. A true and correct
9 copy of Invoice #130 is attached hereto as **Exhibit 130**, and incorporated herein as
10 if set forth in full.

11 153. On or about December 19, 2022, BIHQ generated and delivered an
12 invoice to Alo for a sample product order (“Invoice #131”). Alo accepted and
13 received the order and the clothing that is the subject of the order. As agreed by the
14 parties, payment was due 45 days from the date of Invoice #131. Pursuant to
15 Invoice #131, Alo owed BIHQ \$2,157.00 for samples of eight different varieties of
16 clothing. Despite demand, this amount remains due and owing. A true and correct
17 copy of Invoice #131 is attached hereto as **Exhibit 131**, and incorporated herein as
18 if set forth in full.

19 154. On or about December 19, 2022, BIHQ generated and delivered an
20 invoice to Alo for a sample product order (“Invoice #132”). Alo accepted and
21 received the order and the clothing that is the subject of the order. As agreed by the
22 parties, payment was due 45 days from the date of Invoice #132. Pursuant to
23 Invoice #132, Alo owed BIHQ \$1,851.36 for samples of 30 different varieties of
24 clothing. Despite demand, this amount remains due and owing. A true and correct
25 copy of Invoice #132 is attached hereto as **Exhibit 132**, and incorporated herein as
26 if set forth in full.

27 155. On or about December 19, 2022, BIHQ generated and delivered an
28 invoice to Alo for a sample product order (“Invoice #133”). Alo accepted and

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1 received the order and the clothing that is the subject of the order. As agreed by the
2 parties, payment was due 45 days from the date of Invoice #133. Pursuant to
3 Invoice #133, Alo owed BIHQ \$674.74 for samples of 52 different varieties of
4 clothing. Despite demand, this amount remains due and owing. A true and correct
5 copy of Invoice #133 is attached hereto as **Exhibit 133**, and incorporated herein as
6 if set forth in full.

7 156. On or about December 19, 2022, BIHQ generated and delivered an
8 invoice to Alo for a sample product order (“Invoice #134”). Alo accepted and
9 received the order and the clothing that is the subject of the order. As agreed by the
10 parties, payment was due 45 days from the date of Invoice #134. Pursuant to
11 Invoice #134, Alo owed BIHQ \$1,062.48 for samples of 12 different varieties of
12 clothing. Despite demand, this amount remains due and owing. A true and correct
13 copy of Invoice #134 is attached hereto as **Exhibit 134**, and incorporated herein as
14 if set forth in full.

15 157. On or about December 19, 2022, BIHQ generated and delivered an
16 invoice to Alo for a sample product order (“Invoice #135”). Alo accepted and
17 received the order and the clothing that is the subject of the order. As agreed by the
18 parties, payment was due 45 days from the date of Invoice #135. Pursuant to
19 Invoice #135, Alo owed BIHQ \$1,285.28 for samples of 31 different varieties of
20 clothing. Despite demand, this amount remains due and owing. A true and correct
21 copy of Invoice #135 is attached hereto as **Exhibit 135**, and incorporated herein as
22 if set forth in full.

23 158. On or about December 19, 2022, BIHQ generated and delivered an
24 invoice to Alo for a sample product order (“Invoice #136”). Alo accepted and
25 received the order and the clothing that is the subject of the order. As agreed by the
26 parties, payment was due 45 days from the date of Invoice #136. Pursuant to
27 Invoice #136, Alo owed BIHQ \$53.43 for samples of four different varieties of
28 clothing. Despite demand, this amount remains due and owing. A true and correct

1 copy of Invoice #136 is attached hereto as **Exhibit 136**, and incorporated herein as
2 if set forth in full.

3 159. On or about December 19, 2022, BIHQ generated and delivered an
4 invoice to Alo for a sample product order (“Invoice #137”). Alo accepted and
5 received the order and the clothing that is the subject of the order. As agreed by the
6 parties, payment was due 45 days from the date of Invoice #137. Pursuant to
7 Invoice #137, Alo owed BIHQ \$640.52 for samples of nine different varieties of
8 clothing. Despite demand, this amount remains due and owing. A true and correct
9 copy of Invoice #137 is attached hereto as **Exhibit 137**, and incorporated herein as
10 if set forth in full.

11 160. On or about December 19, 2022, BIHQ generated and delivered an
12 invoice to Alo for a sample product order (“Invoice #138”). Alo accepted and
13 received the order and the clothing that is the subject of the order. As agreed by the
14 parties, payment was due 45 days from the date of Invoice #138. Pursuant to
15 Invoice #138, Alo owed BIHQ \$3,410.68 for samples of 68 different varieties of
16 clothing. Despite demand, this amount remains due and owing. A true and correct
17 copy of Invoice #138 is attached hereto as **Exhibit 138**, and incorporated herein as
18 if set forth in full.

19 161. On or about December 19, 2022, BIHQ generated and delivered an
20 invoice to Alo for a sample product order (“Invoice #139”). Alo accepted and
21 received the order and the clothing that is the subject of the order. As agreed by the
22 parties, payment was due 45 days from the date of Invoice #139. Pursuant to
23 Invoice #139, Alo owed BIHQ \$1,450.56 for samples of 15 different varieties of
24 clothing. Despite demand, this amount remains due and owing. A true and correct
25 copy of Invoice #139 is attached hereto as **Exhibit 139**, and incorporated herein as
26 if set forth in full.

27 162. On or about December 19, 2022, BIHQ generated and delivered an
28 invoice to Alo for a sample product order (“Invoice #140”). Alo accepted and

1 received the order and the clothing that is the subject of the order. As agreed by the
2 parties, payment was due 45 days from the date of Invoice #140. Pursuant to
3 Invoice #140, Alo owed BIHQ \$1,360.76 for samples of 25 different varieties of
4 clothing. Despite demand, this amount remains due and owing. A true and correct
5 copy of Invoice #140 is attached hereto as **Exhibit 140**, and incorporated herein as
6 if set forth in full.

7 163. On or about December 21, 2022, BIHQ generated and delivered an
8 invoice to Alo for a fabric surcharge (“Invoice #141”). As agreed by the parties,
9 payment was due 45 days from the date of Invoice #141. Pursuant to Invoice #141,
10 Alo owed BIHQ \$3,552.07. Despite demand, this amount remains due and owing.
11 A true and correct copy of Invoice #141 is attached hereto as **Exhibit 141**, and
12 incorporated herein as if set forth in full.

13 164. On or about December 22, 2022, BIHQ generated and delivered an
14 invoice to Alo for a sample product order (“Invoice #142”). Alo accepted and
15 received the order and the clothing that is the subject of the order. As agreed by the
16 parties, payment was due 45 days from the date of Invoice #142. Pursuant to
17 Invoice #142, Alo owed BIHQ \$1,092.72 for samples of 21 different varieties of
18 clothing. Despite demand, this amount remains due and owing. A true and correct
19 copy of Invoice #142 is attached hereto as **Exhibit 142**, and incorporated herein as
20 if set forth in full.

21 165. On or about December 22, 2022, BIHQ generated and delivered an
22 invoice to Alo for a sample product order (“Invoice #143”). Alo accepted and
23 received the order and the clothing that is the subject of the order. As agreed by the
24 parties, payment was due 45 days from the date of Invoice #143. Pursuant to
25 Invoice #143, Alo owed BIHQ \$983.52 for samples of 14 different varieties of
26 clothing. Despite demand, this amount remains due and owing. A true and correct
27 copy of Invoice #143 is attached hereto as **Exhibit 143**, and incorporated herein as
28 if set forth in full.

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1 166. On or about December 22, 2022, BIHQ generated and delivered an
2 invoice to Alo for a sample product order (“Invoice #144”). Alo accepted and
3 received the order and the clothing that is the subject of the order. As agreed by the
4 parties, payment was due 45 days from the date of Invoice #144. Pursuant to
5 Invoice #144, Alo owed BIHQ \$2,265.88 for samples of 36 different varieties of
6 clothing. Despite demand, this amount remains due and owing. A true and correct
7 copy of Invoice #144 is attached hereto as **Exhibit 144**, and incorporated herein as
8 if set forth in full.

9 167. On or about December 22, 2022, BIHQ generated and delivered an
10 invoice to Alo for a sample product order (“Invoice #145”). Alo accepted and
11 received the order and the clothing that is the subject of the order. As agreed by the
12 parties, payment was due 45 days from the date of Invoice #145. Pursuant to
13 Invoice #145, Alo owed BIHQ \$553.84 for samples of seven different varieties of
14 clothing. Despite demand, this amount remains due and owing. A true and correct
15 copy of Invoice #145 is attached hereto as **Exhibit 145**, and incorporated herein as
16 if set forth in full.

17 168. On or about December 22, 2022, BIHQ generated and delivered an
18 invoice to Alo for a sample product order (“Invoice #146”). Alo accepted and
19 received the order and the clothing that is the subject of the order. As agreed by the
20 parties, payment was due 45 days from the date of Invoice #146. Pursuant to
21 Invoice #146, Alo owed BIHQ \$1,362.36 for samples of 15 different varieties of
22 clothing. Despite demand, this amount remains due and owing. A true and correct
23 copy of Invoice #146 is attached hereto as **Exhibit 146**, and incorporated herein as
24 if set forth in full.

25 169. On or about December 22, 2022, BIHQ generated and delivered an
26 invoice to Alo for a sample product order (“Invoice #147”). Alo accepted and
27 received the order and the clothing that is the subject of the order. As agreed by the
28 parties, payment was due 45 days from the date of Invoice #147. Pursuant to

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1 Invoice #147, Alo owed BIHQ \$1,924.34 for samples of 14 different varieties of
2 clothing. Despite demand, this amount remains due and owing. A true and correct
3 copy of Invoice #147 is attached hereto as **Exhibit 147**, and incorporated herein as
4 if set forth in full.

5 170. On or about December 22, 2022, BIHQ generated and delivered an
6 invoice to Alo for a sample product order (“Invoice #148”). Alo accepted and
7 received the order and the clothing that is the subject of the order. As agreed by the
8 parties, payment was due 45 days from the date of Invoice #148. Pursuant to
9 Invoice #148, Alo owed BIHQ \$456.64 for samples of six different varieties of
10 clothing. Despite demand, this amount remains due and owing. A true and correct
11 copy of Invoice #148 is attached hereto as **Exhibit 148**, and incorporated herein as
12 if set forth in full.

13 171. On or about December 22, 2022, BIHQ generated and delivered an
14 invoice to Alo for a sample product order (“Invoice #149”). Alo accepted and
15 received the order and the clothing that is the subject of the order. As agreed by the
16 parties, payment was due 45 days from the date of Invoice #149. Pursuant to
17 Invoice #149, Alo owed BIHQ \$512.96 for samples of eight different varieties of
18 clothing. Despite demand, this amount remains due and owing. A true and correct
19 copy of Invoice #149 is attached hereto as **Exhibit 149**, and incorporated herein as
20 if set forth in full.

21 172. On or about December 22, 2022, BIHQ generated and delivered an
22 invoice to Alo for a sample product order (“Invoice #150”). Alo accepted and
23 received the order and the clothing that is the subject of the order. As agreed by the
24 parties, payment was due 45 days from the date of Invoice #150. Pursuant to
25 Invoice #150, Alo owed BIHQ \$223.56 for samples of three different varieties of
26 clothing. Despite demand, this amount remains due and owing. A true and correct
27 copy of Invoice #150 is attached hereto as **Exhibit 150**, and incorporated herein as
28 if set forth in full.

1 173. On or about December 22, 2022, BIHQ generated and delivered an
2 invoice to Alo for a sample product order (“Invoice #151”). Alo accepted and
3 received the order and the clothing that is the subject of the order. As agreed by the
4 parties, payment was due 45 days from the date of Invoice #151. Pursuant to
5 Invoice #151, Alo owed BIHQ \$284.86 for samples of three different varieties of
6 clothing. Despite demand, this amount remains due and owing. A true and correct
7 copy of Invoice #151 is attached hereto as **Exhibit 151**, and incorporated herein as
8 if set forth in full.

9 174. On or about December 22, 2022, BIHQ generated and delivered an
10 invoice to Alo for a sample product order (“Invoice #152”). Alo accepted and
11 received the order and the clothing that is the subject of the order. As agreed by the
12 parties, payment was due 45 days from the date of Invoice #152. Pursuant to
13 Invoice #152, Alo owed BIHQ \$1,291.28 for samples of 22 different varieties of
14 clothing. Despite demand, this amount remains due and owing. A true and correct
15 copy of Invoice #152 is attached hereto as **Exhibit 152**, and incorporated herein as
16 if set forth in full.

17 175. On or about December 22, 2022, BIHQ generated and delivered an
18 invoice to Alo for a sample product order (“Invoice #153”). Alo accepted and
19 received the order and the clothing that is the subject of the order. As agreed by the
20 parties, payment was due 45 days from the date of Invoice #153. Pursuant to
21 Invoice #153, Alo owed BIHQ \$2,944.40 for samples of 59 different varieties of
22 clothing. Despite demand, this amount remains due and owing. A true and correct
23 copy of Invoice #153 is attached hereto as **Exhibit 153**, and incorporated herein as
24 if set forth in full.

25 176. On or about December 22, 2022, BIHQ generated and delivered an
26 invoice to Alo for a sample product order (“Invoice #154”). Alo accepted and
27 received the order and the clothing that is the subject of the order. As agreed by the
28 parties, payment was due 45 days from the date of Invoice #154. Pursuant to

1 Invoice #154, Alo owed BIHQ \$3,713.88 for samples of 45 different varieties of
2 clothing. Despite demand, this amount remains due and owing. A true and correct
3 copy of Invoice #154 is attached hereto as **Exhibit 154**, and incorporated herein as
4 if set forth in full.

5 177. On or about December 29, 2022, BIHQ generated and delivered an
6 invoice to Alo for six purchase orders of clothing (“Invoice #155”). BIHQ delivered
7 the order on or about December 30, 2022. Alo accepted and received the order and
8 the clothing that is the subject of the order. As agreed by the parties, payment was
9 due 45 days from the date of Invoice #155. Pursuant to Invoice #155, Alo owed
10 BIHQ \$4,284.28 for 308 articles of clothing. Despite demand, this amount remains
11 due and owing. A true and correct copy of Invoice #155 is attached hereto as
12 **Exhibit 155**, and incorporated herein as if set forth in full.

13 178. On or about December 30, 2022, BIHQ generated and delivered an
14 invoice to Alo for a fabric surcharge (“Invoice #156”). As agreed by the parties,
15 payment was due 45 days from the date of Invoice #156. Pursuant to Invoice #156,
16 Alo owed BIHQ \$50,871.06. Despite demand, this amount remains due and owing.
17 A true and correct copy of Invoice #156 is attached hereto as **Exhibit 156**, and
18 incorporated herein as if set forth in full.

19 179. On or about January 3, 2023, BIHQ generated and delivered an invoice
20 to Alo for two purchase orders of clothing (“Invoice #157”). BIHQ delivered the
21 order on or about February 8, 2023. Alo accepted and received the order and the
22 clothing that is the subject of the order. As agreed by the parties, payment was due
23 45 days from the date of Invoice #157. Pursuant to Invoice #157, Alo owed BIHQ
24 \$38,377.69 for 2,759 articles of clothing. Despite demand, this amount remains due
25 and owing. A true and correct copy of Invoice #157 is attached hereto as **Exhibit**
26 **157**, and incorporated herein as if set forth in full.

27 180. On or about January 3, 2023, BIHQ generated and delivered an invoice
28 to Alo for two purchase orders of clothing (“Invoice #158”). BIHQ delivered the

1 order on or about February 6, 2023. Alo accepted and received the order and the
2 clothing that is the subject of the order. As agreed by the parties, payment was due
3 45 days from the date of Invoice #158. Pursuant to Invoice #158, Alo owed BIHQ
4 \$22,840.22 for 1,642 articles of clothing. Despite demand, this amount remains due
5 and owing. A true and correct copy of Invoice #158 is attached hereto as **Exhibit**
6 **158**, and incorporated herein as if set forth in full.

7 181. On or about January 3, 2023, BIHQ generated and delivered an invoice
8 to Alo for a sample product order (“Invoice #159”). Alo accepted and received the
9 order and the clothing that is the subject of the order. As agreed by the parties,
10 payment was due 45 days from the date of Invoice #159. Pursuant to Invoice #159,
11 Alo owed BIHQ \$1,255.84 for samples of 13 different varieties of clothing. Despite
12 demand, this amount remains due and owing. A true and correct copy of Invoice
13 #159 is attached hereto as **Exhibit 159**, and incorporated herein as if set forth in
14 full.

15 182. On or about January 3, 2023, BIHQ generated and delivered an invoice
16 to Alo for a sample product order (“Invoice #160”). Alo accepted and received the
17 order and the clothing that is the subject of the order. As agreed by the parties,
18 payment was due 45 days from the date of Invoice #160. Pursuant to Invoice #160,
19 Alo owed BIHQ \$638.00 for samples of 18 different varieties of clothing. Despite
20 demand, this amount remains due and owing. A true and correct copy of Invoice
21 #160 is attached hereto as **Exhibit 160**, and incorporated herein as if set forth in
22 full.

23 183. On or about January 3, 2023, BIHQ generated and delivered an invoice
24 to Alo for a sample product order (“Invoice #161”). Alo accepted and received the
25 order and the clothing that is the subject of the order. As agreed by the parties,
26 payment was due 45 days from the date of Invoice #161. Pursuant to Invoice #161,
27 Alo owed BIHQ \$829.64 for samples of seven different varieties of clothing.
28 Despite demand, this amount remains due and owing. A true and correct copy of

1 Invoice #161 is attached hereto as **Exhibit 161**, and incorporated herein as if set
2 forth in full.

3 184. On or about January 3, 2023, BIHQ generated and delivered an invoice
4 to Alo for a sample product order (“Invoice #162”). Alo accepted and received the
5 order and the clothing that is the subject of the order. As agreed by the parties,
6 payment was due 45 days from the date of Invoice #162. Pursuant to Invoice #162,
7 Alo owed BIHQ \$469.05 for samples of 33 different varieties of clothing. Despite
8 demand, this amount remains due and owing. A true and correct copy of Invoice
9 #162 is attached hereto as **Exhibit 162**, and incorporated herein as if set forth in
10 full.

11 185. On or about January 3, 2023, BIHQ generated and delivered an invoice
12 to Alo for a sample product order (“Invoice #163”). Alo accepted and received the
13 order and the clothing that is the subject of the order. As agreed by the parties,
14 payment was due 45 days from the date of Invoice #163. Pursuant to Invoice #163,
15 Alo owed BIHQ \$84.08 for samples of five different varieties of clothing. Despite
16 demand, this amount remains due and owing. A true and correct copy of Invoice
17 #163 is attached hereto as **Exhibit 163**, and incorporated herein as if set forth in
18 full.

19 186. On or about January 3, 2023, BIHQ generated and delivered an invoice
20 to Alo for a sample product order (“Invoice #164”). Alo accepted and received the
21 order and the clothing that is the subject of the order. As agreed by the parties,
22 payment was due 45 days from the date of Invoice #164. Pursuant to Invoice #164,
23 Alo owed BIHQ \$441.78 for samples of 33 different varieties of clothing. Despite
24 demand, this amount remains due and owing. A true and correct copy of Invoice
25 #164 is attached hereto as **Exhibit 164**, and incorporated herein as if set forth in
26 full.

27 187. On or about January 3, 2023, BIHQ generated and delivered an invoice
28 to Alo for a sample product order (“Invoice #165”). Alo accepted and received the

1 order and the clothing that is the subject of the order. As agreed by the parties,
2 payment was due 45 days from the date of Invoice #165. Pursuant to Invoice #165,
3 Alo owed BIHQ \$37.35 for samples of two different varieties of clothing. Despite
4 demand, this amount remains due and owing. A true and correct copy of Invoice
5 #165 is attached hereto as **Exhibit 165**, and incorporated herein as if set forth in
6 full.

7 188. On or about January 3, 2023, BIHQ generated and delivered an invoice
8 to Alo for a sample product order (“Invoice #166”). Alo accepted and received the
9 order and the clothing that is the subject of the order. As agreed by the parties,
10 payment was due 45 days from the date of Invoice #166. Pursuant to Invoice #166,
11 Alo owed BIHQ \$60.06 for samples of four different varieties of clothing. Despite
12 demand, this amount remains due and owing. A true and correct copy of Invoice
13 #166 is attached hereto as **Exhibit 166**, and incorporated herein as if set forth in
14 full.

15 189. On or about January 3, 2023, BIHQ generated and delivered an invoice
16 to Alo for a sample product order (“Invoice #167”). Alo accepted and received the
17 order and the clothing that is the subject of the order. As agreed by the parties,
18 payment was due 45 days from the date of Invoice #167. Pursuant to Invoice #167,
19 Alo owed BIHQ \$396.29 for samples of 19 different varieties of clothing. Despite
20 demand, this amount remains due and owing. A true and correct copy of Invoice
21 #167 is attached hereto as **Exhibit 167**, and incorporated herein as if set forth in
22 full.

23 190. On or about January 3, 2023, BIHQ generated and delivered an invoice
24 to Alo for a sample product order (“Invoice #168”). Alo accepted and received the
25 order and the clothing that is the subject of the order. As agreed by the parties,
26 payment was due 45 days from the date of Invoice #168. Pursuant to Invoice #168,
27 Alo owed BIHQ \$246.44 for samples of six different varieties of clothing. Despite
28 demand, this amount remains due and owing. A true and correct copy of Invoice

1 #168 is attached hereto as **Exhibit 168**, and incorporated herein as if set forth in
2 full.

3 191. On or about January 3, 2023, BIHQ generated and delivered an invoice
4 to Alo for a sample product order (“Invoice #169”). Alo accepted and received the
5 order and the clothing that is the subject of the order. As agreed by the parties,
6 payment was due 45 days from the date of Invoice #169. Pursuant to Invoice #169,
7 Alo owed BIHQ \$13.12 for samples of one variety of clothing. Despite demand,
8 this amount remains due and owing. A true and correct copy of Invoice #169 is
9 attached hereto as **Exhibit 169**, and incorporated herein as if set forth in full.

10 192. On or about January 3, 2023, BIHQ generated and delivered an invoice
11 to Alo for a sample product order (“Invoice #170”). Alo accepted and received the
12 order and the clothing that is the subject of the order. As agreed by the parties,
13 payment was due 45 days from the date of Invoice #170. Pursuant to Invoice #170,
14 Alo owed BIHQ \$28.12 for samples of one variety of clothing. Despite demand,
15 this amount remains due and owing. A true and correct copy of Invoice #170 is
16 attached hereto as **Exhibit 170**, and incorporated herein as if set forth in full.

17 193. On or about January 3, 2023, BIHQ generated and delivered an invoice
18 to Alo for a sample product order (“Invoice #171”). Alo accepted and received the
19 order and the clothing that is the subject of the order. As agreed by the parties,
20 payment was due 45 days from the date of Invoice #171. Pursuant to Invoice #171,
21 Alo owed BIHQ \$928.92 for samples of 17 different varieties of clothing. Despite
22 demand, this amount remains due and owing. A true and correct copy of Invoice
23 #171 is attached hereto as **Exhibit 171**, and incorporated herein as if set forth in
24 full.

25 194. On or about January 3, 2023, BIHQ generated and delivered an invoice
26 to Alo for a sample product order (“Invoice #172”). Alo accepted and received the
27 order and the clothing that is the subject of the order. As agreed by the parties,
28 payment was due 45 days from the date of Invoice #172. Pursuant to Invoice #172,

1 Alo owed BIHQ \$72.55 for samples of seven different varieties of clothing. Despite
2 demand, this amount remains due and owing. A true and correct copy of Invoice
3 #172 is attached hereto as **Exhibit 172**, and incorporated herein as if set forth in
4 full.

5 195. On or about January 3, 2023, BIHQ generated and delivered an invoice
6 to Alo for a sample product order (“Invoice #173”). Alo accepted and received the
7 order and the clothing that is the subject of the order. As agreed by the parties,
8 payment was due 45 days from the date of Invoice #173. Pursuant to Invoice #173,
9 Alo owed BIHQ \$178.34 for samples of 14 different varieties of clothing. Despite
10 demand, this amount remains due and owing. A true and correct copy of Invoice
11 #173 is attached hereto as **Exhibit 173**, and incorporated herein as if set forth in
12 full.

13 196. On or about January 3, 2023, BIHQ generated and delivered an invoice
14 to Alo for a sample product order (“Invoice #174”). Alo accepted and received the
15 order and the clothing that is the subject of the order. As agreed by the parties,
16 payment was due 45 days from the date of Invoice #174. Pursuant to Invoice #174,
17 Alo owed BIHQ \$162.12 for samples of two different varieties of clothing. Despite
18 demand, this amount remains due and owing. A true and correct copy of Invoice
19 #174 is attached hereto as **Exhibit 174**, and incorporated herein as if set forth in
20 full.

21 197. On or about January 3, 2023, BIHQ generated and delivered an invoice
22 to Alo for a sample product order (“Invoice #175”). Alo accepted and received the
23 order and the clothing that is the subject of the order. As agreed by the parties,
24 payment was due 45 days from the date of Invoice #175. Pursuant to Invoice #175,
25 Alo owed BIHQ \$214.07 for samples of 16 different varieties of clothing. Despite
26 demand, this amount remains due and owing. A true and correct copy of Invoice
27 #175 is attached hereto as **Exhibit 175**, and incorporated herein as if set forth in
28 full.

1 198. On or about January 3, 2023, BIHQ generated and delivered an invoice
2 to Alo for a sample product order (“Invoice #176”). Alo accepted and received the
3 order and the clothing that is the subject of the order. As agreed by the parties,
4 payment was due 45 days from the date of Invoice #176. Pursuant to Invoice #176,
5 Alo owed BIHQ \$35.55 for samples of three different varieties of clothing. Despite
6 demand, this amount remains due and owing. A true and correct copy of Invoice
7 #176 is attached hereto as **Exhibit 176**, and incorporated herein as if set forth in
8 full.

9 199. On or about January 3, 2023, BIHQ generated and delivered an invoice
10 to Alo for a sample product order (“Invoice #177”). Alo accepted and received the
11 order and the clothing that is the subject of the order. As agreed by the parties,
12 payment was due 45 days from the date of Invoice #177. Pursuant to Invoice #177,
13 Alo owed BIHQ \$14.86 for samples of one variety of clothing. Despite demand,
14 this amount remains due and owing. A true and correct copy of Invoice #177 is
15 attached hereto as **Exhibit 177**, and incorporated herein as if set forth in full.

16 200. On or about January 3, 2023, BIHQ generated and delivered an invoice
17 to Alo for a sample product order (“Invoice #178”). Alo accepted and received the
18 order and the clothing that is the subject of the order. As agreed by the parties,
19 payment was due 45 days from the date of Invoice #178. Pursuant to Invoice #178,
20 Alo owed BIHQ \$13.91 for samples of one variety of clothing. Despite demand,
21 this amount remains due and owing. A true and correct copy of Invoice #178 is
22 attached hereto as **Exhibit 178**, and incorporated herein as if set forth in full.

23 201. On or about January 5, 2023, BIHQ generated and delivered an invoice
24 to Alo for a fabric surcharge (“Invoice #179”). As agreed by the parties, payment
25 was due 45 days from the date of Invoice #179. Pursuant to Invoice #179, Alo
26 owed BIHQ \$8,998.92. Despite demand, this amount remains due and owing. A
27 true and correct copy of Invoice #179 is attached hereto as **Exhibit 179**, and
28 incorporated herein as if set forth in full.

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1 202. On or about January 5, 2023, BIHQ generated and delivered an invoice
2 to Alo for a fabric surcharge (“Invoice #180”) (collectively with Invoices #1-179,
3 the “Invoices”). As agreed by the parties, payment was due 45 days from the date of
4 Invoice #180. Pursuant to Invoice #180, Alo owed BIHQ \$1,040.63. Despite
5 demand, this amount remains due and owing. A true and correct copy of Invoice
6 #180 is attached hereto as **Exhibit 180**, and incorporated herein as if set forth in
7 full.

8 203. As of February 10, 2023, Alo is indebted to BIHQ pursuant to the
9 Invoices in the amount of \$3,791,599.19 for the product ordered by Alo and
10 delivered by BIHQ under the contracts. A summary of the Invoices and amounts
11 owed are contained in BIHQ's most recent Statement of Account, dated February 9,
12 2023, which was sent to Alo on or about February 9, 2023. A true and correct copy
13 of the February 9, 2023, Statement of Account is attached hereto as **Exhibit 181**,
14 and incorporated herein as if set forth in full.

FIRST CLAIM FOR RELIEF

(Breach of Contract Against Alo)

17 204. BIHQ restates, realleges, and incorporates by reference the allegations
18 made in paragraphs 1 through 203, above.

19 205. The Invoices constitute valid and enforceable contracts between Alo,
20 on the one hand, and BIHQ, on the other hand.

21 206. BIHQ has performed, or attempted to perform, all material elements
22 and conditions of the Invoices except for those acts that have been prevented,
23 delayed, or excused by the acts or omissions of Alo. BIHQ has fulfilled the
24 purchase orders represented in the Invoices and delivered the product that is the
25 subject of the Invoices to Alo, and Alo has accepted the product.

26 207. All conditions required for Alo to perform had occurred prior to Alo's
27 breach.

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1 208. Alo breached the Invoices by failing to pay all amounts due and
2 owing, leaving a principal balance of \$3,791,599.19, despite accepting the product
3 sold and delivered by BIHQ.

4 209. BIHQ was harmed by Alo's breach of the Invoices. This breach was a
5 substantial factor in causing BIHQ's harm.

6 210. As a direct and proximate result of Alo's material breach, BIHQ has
7 been damaged in an amount subject to proof at trial, but in no event less than
8 \$3,791,599.19.

SECOND CLAIM FOR RELIEF

(Account Stated Against Alo)

11 211. BIHQ restates, realleges, and incorporates by reference the allegations
12 made in paragraphs 1 through 210, above.

13 212. An account was stated between BIHQ and Alo wherein it was agreed
14 that Alo was indebted to BIHQ in the sum of \$3,791,599.19, together with interest
15 accruing thereon at the legal rate.

16 213. Despite repeated demands, Alo has failed to pay any portion of the
17 amount due and owing, and there is now due, owing and unpaid from Alo to BIHQ,
18 the sum of \$3,791,599.19, together with interest accruing thereon at the legal rate.

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PRAYER FOR RELIEF

WHEREFORE, BIHQ prays for relief as follows:

1. For damages according to proof at trial, but in no amount less than \$3,791,599.19, with pre-judgment interest accruing at the legal rate;

2. That the Court award BIHQ its costs in this suit, including attorneys' fees to the extent recoverable by contract or statute; and

3. That the Court grant BIHQ such other and further relief as the Court deems just and proper.

1

Dated: February 24, 2023

SNELL & WILMER L.L.P.

By: s/ Anthony J. Carucci
Anthony J. Carucci
Justin F. Mello

Attorneys for Plaintiff
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